

## MEMORANDUM OF UNDERSTANDING

**TO:** Jill Boganwright-Tabor – NIPSCO  
Phillip Patrick - NIPSCO

**FROM:** Gary Warfel - Saxon Partners

**CC:** Kevin Smith – Smith Sersic  
Scott Yahne – Yahne Law  
John Reed – Abrahamson Reed & Blise  
Don Smith – Saxon Partners  
David Arons – Saxon Partners

**DATE:** Updated September 20, 2024

**RE: CONVEYANCE OF LAND FROM NIPSCO TO THE TOWN  
OF MUNSTER FOR PUBLIC ROADWAY  
IMPROVEMENTS PHASE 1A FISHER STREET  
EXTENSION**

This Memorandum of Understanding (“MOU”) sets forth an understanding between **Northern Indiana Public Service Company LLC (“NIPSCO”)**, the **Town of Munster, Indiana (“Town”)**, and **SPIN Munster, LLC (“Saxon”)**, (collectively, the “Parties”) regarding the conveyance of certain land rights by NIPSCO to the Town for the Phase 1A Fisher Street Extension (“**Phase 1A**”), the first of a two phase initiative allowing public roadway access to a proposed regional economic development project known as Kenmara (“**the Project**”), being developed by Saxon on a 59-acre parcel of land adjacent to property owned by NIPSCO (“**NIPSCO Right-of-Way**”) in Munster, Indiana.

### WHEREAS:

1. The Parties have been working together over the past three years to implement a significant economic development opportunity that the Project will create for the Town of Munster, Lake County, and the State of Indiana. The location of the Project and the NIPSCO Right-of-Way are identified in **Exhibit “A”**.
2. The Project requires multiple land rights to be granted by NIPSCO in the locations identified in **Exhibit “B”**. Two roadways and one drainage easement are proposed to cross the NIPSCO Right-of-Way (“**NIPSCO Crossings**”), more specifically detailed below as the “**Fisher Street Extension**”, “**Maple Leaf Blvd**”, and the “**North Drainage Easement**”.
  - a. Fisher Street Extension. Phase 1A includes the extension of Fisher Street west from Manor Avenue then south across the NIPSCO Right-of-Way (“**Roadway Improvements**”), including the modification of utility services in the area. The Fisher Street Extension requires a permanent conveyance of land from NIPSCO to the Town as outlined in a proposed warranty deed (“**Warranty Deed**”) attached as **Exhibit “C”**.
  - b. Maple Leaf Blvd. A second phase of the Project (“**Phase 1B**”) will allow Maple Leaf Blvd to extend northwest from Maple Leaf Crossing then west across the NIPSCO Right-of-Way north of the NIPSCO Munster Substation and under the elevated section of NICTD Westlake Corridor, shown in **Exhibit “D”**.
  - c. North Drainage Easement. An existing drainage line in the vicinity of Area “C” shown on **Exhibit “B”** will require an existing easement to be updated and

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recorded in a form suitable to NIPSCO and Saxon. The existing easement dated January 9, 1980, was not properly recorded and the drain line has been operational for more than 40-years. Upgrades to the drainage line may also be included at that time.

3. This MOU exclusively addresses Phase 1A. The proposed Maple Leaf Blvd and updated North Drainage Easement (collectively referred to as **"Phase 1B"**) will be addressed separately under a Future Memorandum of Understanding with NIPSCO and the Future Phase Development Agreement with Town.
4. A full set of engineered drawings for work impacting the NIPSCO Right-of-Way was included in a **"Technical Submittal"** dated May 2, 2023.
5. Preliminary plats for the Phase 1A Fisher Street Extension and the Phase 1B Maple Leaf Blvd were approved by the Town of Munster on November 15, 2022, attached as **Exhibit "E"**.
6. The form of Warranty Deed was accepted by the Town on May 9, 2024.

**NOW THEREFORE:**

1. NIPSCO agrees to grant the Warranty Deed to the Town subject to the following:
  - a. An executed Phase 1A Development Agreement between the Town and Saxon.
  - b. Certain conditions for Phase 1A (**"Conditions Precedent"**) attached as **Exhibit "F"** will have been completed to the satisfaction of NIPSCO.
  - c. The Technical Submittal will be updated with the Phase 1A Plans and Specifications labeled "Final Engineering Plans Fisher Street Extension of Public Roadway", prepared by Kimley-Horn and Associates, Inc., dated May 2, 2024, to be submitted for review and approval by NIPSCO.
2. After conveyance of the Warranty Deed, NIPSCO agrees to grant temporary construction access via a license agreement to the Town during construction of the Phase 1A Fisher Street Extension on both sides of the area conveyed for Fisher Street (**"Construction Easement Area"**), using the form license agreement attached in **Exhibit "G"**.
3. NIPSCO and Saxon agree to confirm new service capacity and routing for electricity and natural gas to serve the needs of the Project during a future phase of work, and to finalize a contract for the proposed underground routing of overhead electrical lines in the vicinity of the Roadway Improvements, as updated in the Phase 1A Plans and Specifications as detailed in the Technical Submittal.
4. NIPSCO and Saxon will work together to draft a future Memorandum of Understanding for Phase 1B that is consistent with the Future Phase Development Agreement to be executed between Saxon and the Town for Phase 1B work. It is intended that a separate Warranty Deed for Phase 1B will be granted by NIPSCO to the Town after the following has occurred:
  - a. The Future Phase Development Agreement is executed between the Town and Saxon.

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- b. Separate Conditions Precedent for Phase 1B have been satisfied.
  - c. Details in the Technical Submittal for Phase 1B will be updated by Saxon and reviewed and approved by NIPSCO.
5. NIPSCO and Saxon agree to work together to amend and record an updated **North Drainage Easement**.

This MOU constitutes an agreement by the Parties to move forward with Phase 1A of the Project, subject to the terms of this MOU. The conditions and obligations outlined in the MOU shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

This MOU may be executed in multiple counterparts, each of which, when assembled to include an original signature for each party contemplated to sign this MOU, will constitute a complete and fully executed original.

**Northern Indiana Public Service Company ("NIPSCO")**

By: Philip A. Patrick Leader Survey & Land  
 Name Title  
[Signature] 11/15/2024  
 Signature Date

**Town of Munster, Indiana ("Town")**

By: David B. Nellans Town Council President  
 Name Title  
[Signature] 11/01/2024  
 Signature Date

**SPIN Munster, LLC ("Saxon")**

By: Donald S. Smith Manager  
 Name Title  
Donald Smith September 26, 2024  
 Signature Date



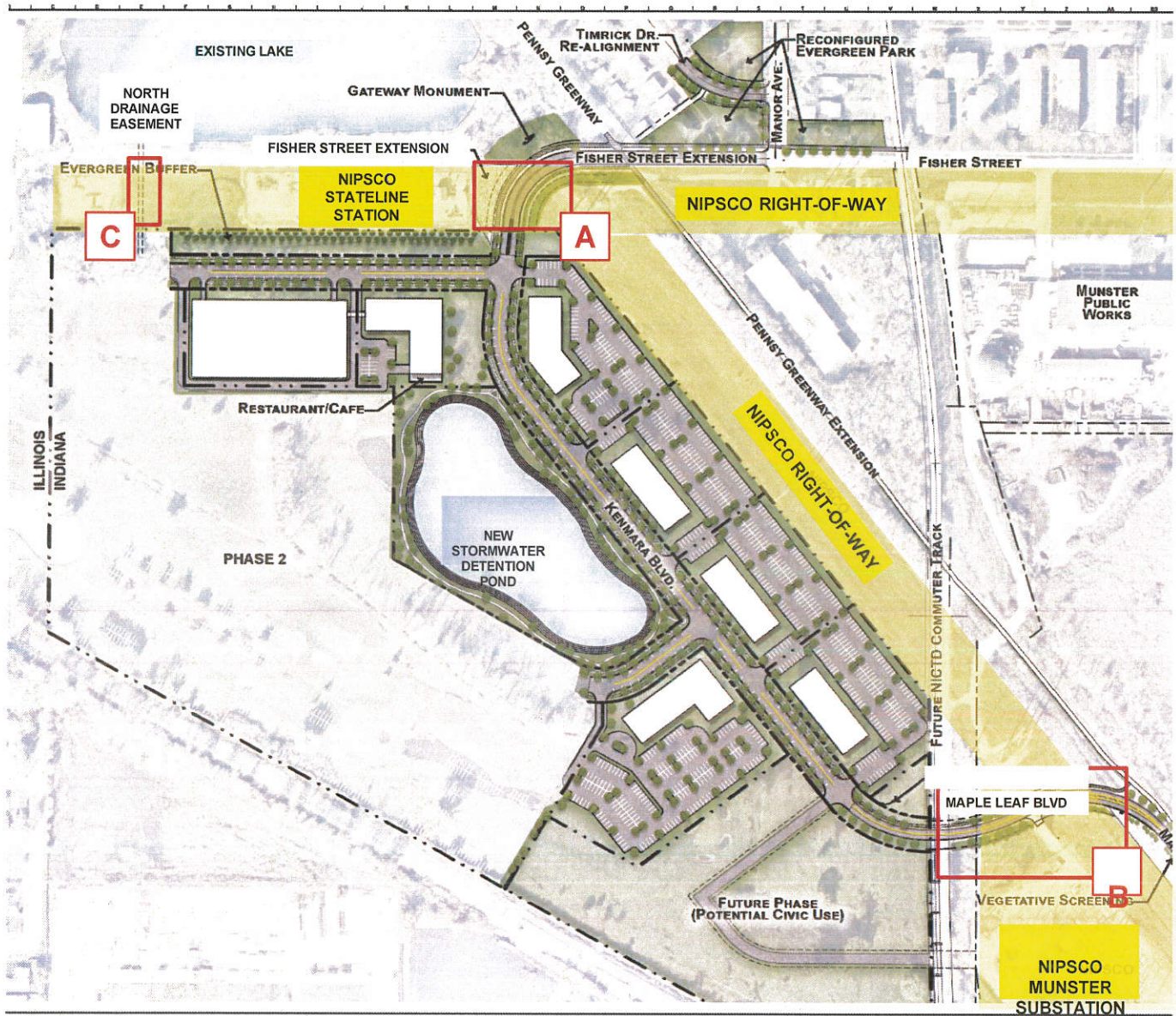
**EXHIBIT "A"**  
**PROJECT LOCATION**





# EXHIBIT "B"

## NIPSCO RIGHTS-OF-WAY AND CROSSING LOCATIONS



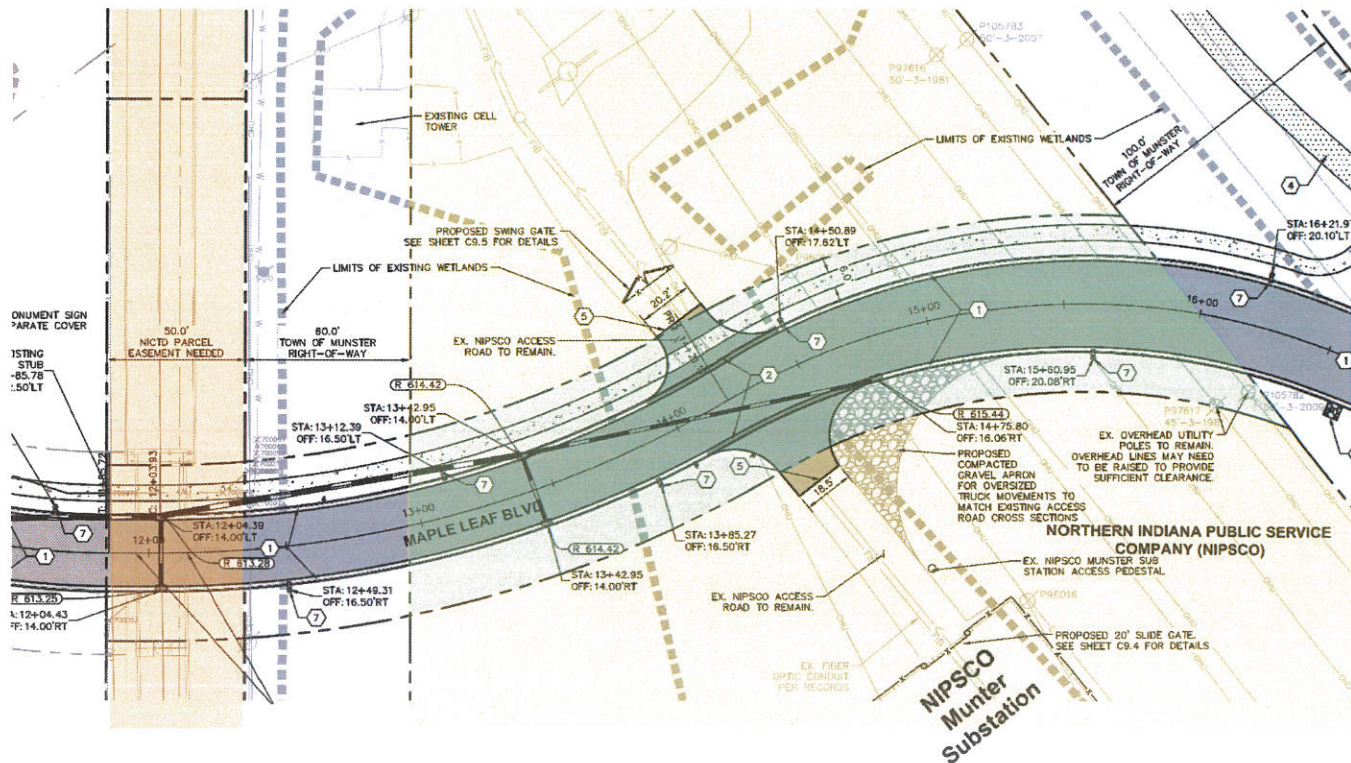
- A** Phase 1A Fisher Street Extension
- B** Phase 1B Maple Leaf Blvd (Future)
- C** Phase 2 North Drainage Easement (Future)





**EXHIBIT "C"**  
**WARRANTY DEED**

Note: A copy of the Warranty Deed and Exhibits thereto are  
separately attached.

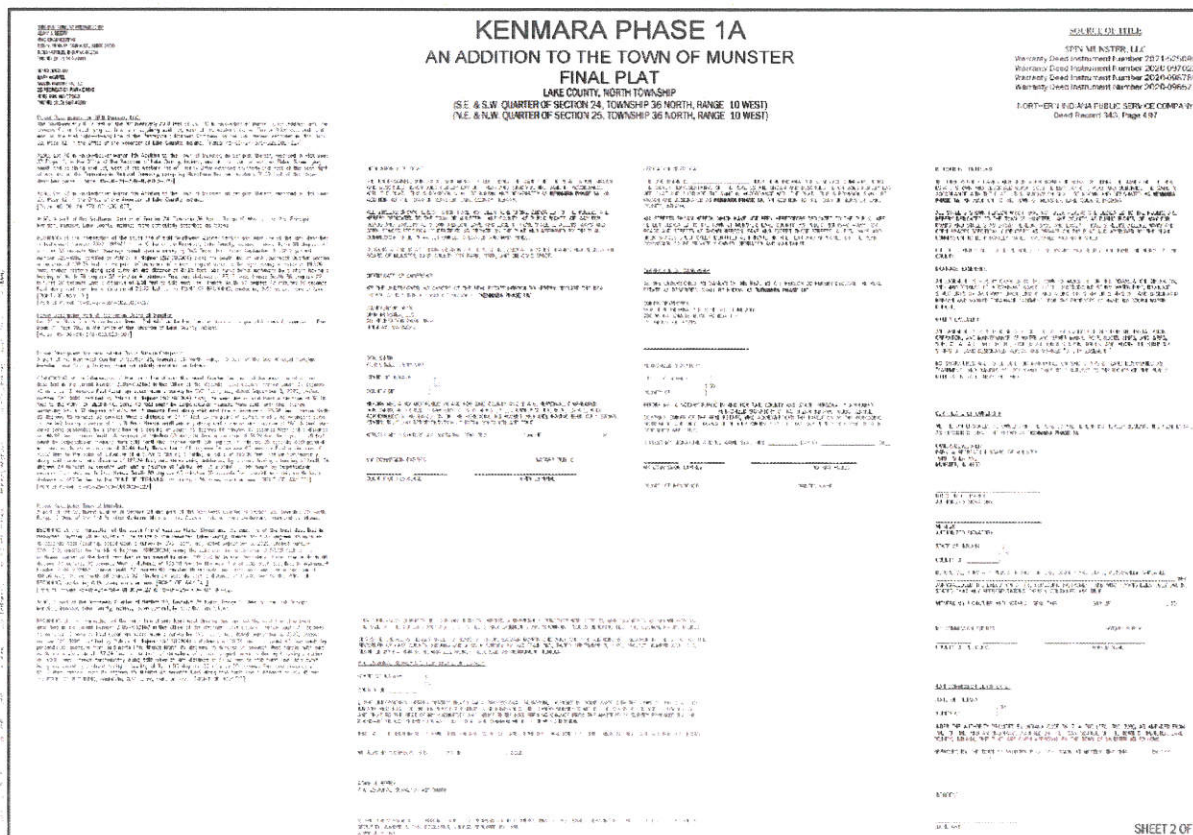
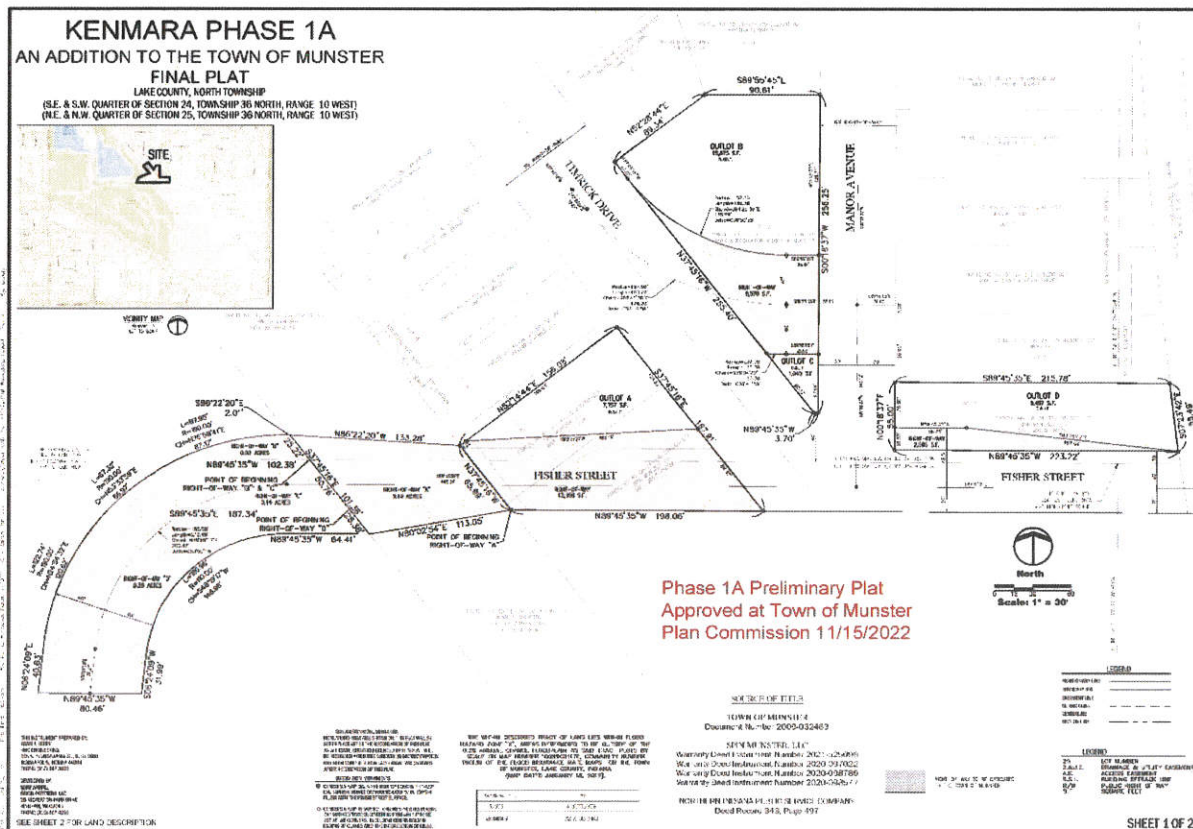


## MAPLE LEAF BLVD



- |   |   |
|---|---|
|  | NIPSCO Right-of-Way   |
|  | Proposed Grant of Warranty Deed from NIPSCO to the Town of Munster (Phase 1B) |
|  | Town of Munster Right-of-Way  |
|  | NICTD West Lake Corridor Rail Extension (Elevated)                            |

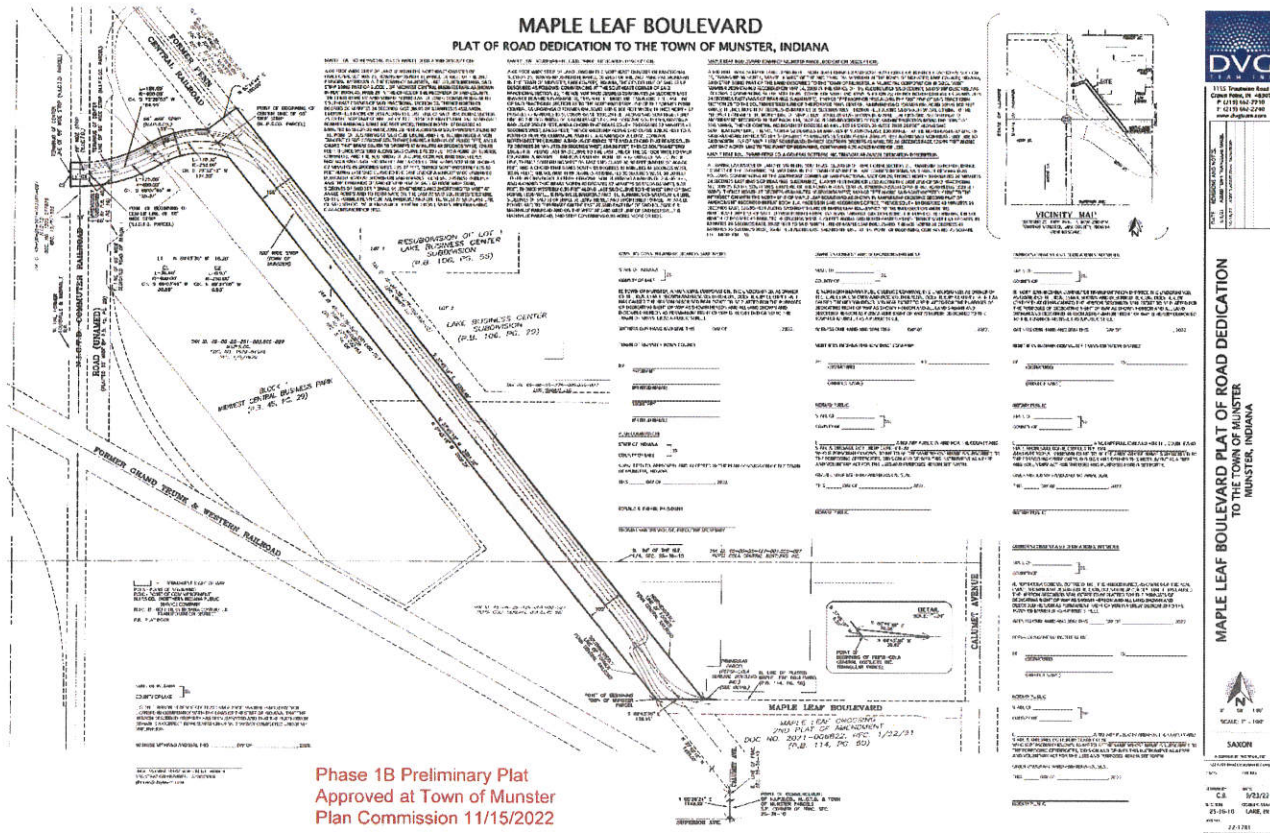
# PRELIMINARY ROADWAY PLAT - FISHER STREET





# EXHIBIT "E"

## PRELIMINARY ROADWAY PLAT - MAPLE LEAF BLVD



## EXHIBIT "F"

### CONDITIONS PRECEDENT

The following are **Conditions Precedent** to the grant of Warranty Deed from NIPSCO to the Town of Munster for the Phase 1A Fisher Street Extension ("**Phase 1A**") as outlined in the Memorandum of Understanding ("MOU") between the Northern Indiana Public Service Company LLC ("**NIPSCO**"), the Town of Munster, Indiana ("**Town**"), and SPIN Munster, LLC ("**Saxon**"), (collectively, the "**Parties**"), dated May 14, 2024. Phase 1A is being completed in accordance with the Phase 1A Development Agreement executed between the Town and Saxon.

#### A. Pre-Construction Work - Phase 1A Fisher Street Extension

The Phase 1A Fisher Street Extension through the NIPSCO Right-of-Way (new "**Fisher Street Right-of-Way**") is fully defined in an updated Technical Submittal that includes the Phase 1A Plans and Specifications labeled "Final Engineering Plans Fisher Street Extension of Public Roadway", prepared by Kimley-Horn and Associates, Inc., dated May 2, 2024 ("**Phase 1A Plans and Specifications**"). Once the following Conditions Precedent have been satisfied, NIPSCO shall grant the Warranty Deed to the Town.

- A.1 Execution of the Phase 1A Development Agreement between Saxon and the Town.
- A.2 Update of Phase 1A Plans and Specifications submitted to NIPSCO for review and approval.
- A.3 Confirmation that all roadway cuts have been minimized to NIPSCO's satisfaction.
- A.4 Confirmation that all drainage in the Phase 1A Right-of-Way will be channeled into the existing lake north of the NIPSCO Right-of-Way or held on the Property in new detention basins. A stormwater drainage report prepared by the Engineer of Record for the Phase 1A Fisher Street Extension shall demonstrate that drainage characteristics in the Phase 1A Right-of-Way will not be compromised by the Roadway Improvements.
- A.5 GPR and LIDAR surveying shall be performed by Saxon and completed to verify as-built location and elevation of all NIPSCO utility assets in the proposed Town of Munster ROW crossing. The Phase 1A Plans and Specifications shall include detailed profile elevations of all utility crossings in the Phase 1A Right-of-Way.
- A.6 All environmental clearances, including Phase 1 Environmental Site Assessments acceptable to NIPSCO, limited Phase 2 Environmental Site Assessments when justified, and all jurisdictional wetland delineation and mitigation.
- A.7 Updated engineering details showing Saxon's exact elevation of proposed utility crossings in the vicinity of high-pressure natural gas lines after work is completed as described in Items A.5 above and in reference to the proposed underground routing of overhead electrical lines as referenced under Section 3 of the Now Therefore clause on page 2 of the MOU.
- A.8 A form of Warranty Deed granted from NIPSCO to Town acceptable to Town.



**EXHIBIT "F", Cont.**  
**CONDITIONS PRECEDENT**

**B. Ongoing Work Requirements - Phase 1A Fisher Street Extension**

Once the Warranty Deed has been conveyed, the following conditions shall be met during construction and prior to final completion of the Phase 1A Roadway Improvements:

- B.1 Protective measures for all Roadway Improvements are to be outlined and approved by NIPSCO prior to construction. A detailed work plan and site-specific safety plan shall be included in the Phase 1A Drawings and Specifications for approval by NIPSCO prior to the start of construction. NIPSCO approved Matting shall be used for all equipment access in the NIPSCO Right-of-Way in coordination with NIPSCO.
- B.2 Full access shall be provided to NIPSCO personnel and NIPSCO contractors to the Stateline Natural Gas Facility ("**Stateline Station**") at all times during construction and shall include a secure, temporary gate to block public access. A design of the permanent access to the Stateline Station from the new Fisher Street Extension, approved by NIPSCO, will be included in the Phase 1A Drawings and Specifications, including unrestricted access north of the Stateline Station to the Illinois Stateline as current exists. Accessibility by semi tractor trailers with safe turning radii will be provided.
- B.3 Saxon to ensure Phase 1A Roadway Improvements cause no direct or indirect negative impact on NIPSCO's adjoining properties, in compliance with the Technical Submittal.
- B.4 NIPSCO has the right to inspect the plans and oversee the activities throughout all phases of construction and restoration to ensure compliance with the Technical Submittal.
- B.5 Prior to construction, certificates of insurance naming NIPSCO and Town for all contractors doing work on behalf of Saxon in the Phase 1A Right-of-Way with limits of coverage acceptable to NIPSCO and Town.
- B.6 Building permits to be issued by the Town.
- B.7 Strict adherence by the General Contractor to the Work Plan and Site-Specific Safety Plan that will be part of the Contract Documents for the Phase 1A Roadway Improvements.
- B.8 Strict adherence by the General Contractor to the Contract Documents for the Phase 1A Roadway Improvements.
- B.9 Saxon to provide NIPSCO with certified monthly progress and final Applications for Payment by the Engineer of Record for the Roadway Improvements with partial and final releases of lien from all contractors and subcontractors performing work.
- B.10 Progress inspections and final inspections by the Town in compliance with the Town of Munster's permitting process.
- B.11 As-built drawings for all work on utilities and Roadway Improvements to be delivered to NIPSCO and Town in hard copy, pdf, and CAD format.

**EXHIBIT "G"**  
**DRAFT LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (this "License Agreement") is made and entered into on \_\_\_\_\_, 2024, by and between Northern Indiana Public Service Company, an Indiana, LLC, an Indiana limited liability company, ("NIPSCO"), and SPIN Munster, LLC, a Delaware limited liability company, with its principal address located at 25 Recreation Park Drive, Suite 204, Hingham, MA 02043 (the "Licensee").

**RECITALS**

**WHEREAS**, NIPSCO is the owner of that certain real property designated as parcel identification number 45-06-25-100-001.000-027 & 45-06-25-100-004.000-027 in Lake County, Indiana, as further depicted in Exhibit A attached hereto and incorporated herein (the "Property");

**WHEREAS**, under the conveyance of a deed ("Warranty Deed") from NIPSCO to the Town of Munster, Indiana ("Town"), recorded with the Lake County, Indiana Recorder as Document No. \_\_\_\_ on \_\_\_\_\_, 2024, a portion of the Property has been conveyed to the Town ("Town Right-of-Way") to be improved with a public roadway ("Fisher Street Extension"), as illustrated in Exhibit "B" with a legal description in Exhibit "C".

**WHEREAS**, the Licensee has entered into a Development Agreement with the Town for the construction of the Fisher Street Extension whereby Licensee will construct the Fisher Street Extension in the Town Right-of-Way requiring the Licensee to access a certain portion of the Property ("Licensed Area") defined by legal description in Exhibit "D", to be used for temporary access only during roadway construction ("Licensed Work").

**WHEREAS**, the engineering details of the proposed Fisher Street Extension will be performed by a General Contractor in accordance with Town Standards outlined in drawings and specifications enumerated in Exhibit "E" ("Contract Documents") that will include a detailed Work Plan and Site Safety Plan that sufficiently provide assurances to NIPSCO that all Licensed Work will be done in accordance with performance standards established by NIPSCO and agreed to between NIPSCO, Licensee, and the Town under a Memorandum of Agreement, as attached in Exhibit "F".

**WHEREAS**, NIPSCO is willing, subject to the terms and conditions of this License Agreement, to allow Licensee and Licensee's agents and contractors to use the Licensed Area in accordance with the terms of this License Agreement.

**LICENSE**

**NOW THEREFORE**, for and in consideration of the foregoing promises and of the performance of the promises and covenants set forth herein, the parties agree as follows:

1. NIPSCO grants to Licensee, its officers, agents, contractors and employees, the non-exclusive right, privilege and license without any warranty or representation of any kind or nature and only to the extent NIPSCO title permits and subject to the terms set forth herein, a non-exclusive license, right and the authority to use the Licensed Area for the Licensed Work. NIPSCO also grants Licensee the right to use the Property for ingress and egress to access the Licensed Area in accordance with the terms and conditions of this License Agreement.

2. NIPSCO makes no representations or warranties regarding the suitability of the Property for Licensee's intended use of the Licensed Area under this License Agreement. NIPSCO further also makes no representations or warranties regarding any subsurface utilities,



improvements or conditions under the Property. Licensee acknowledges that it has freely chosen to enter the Property to use the Licensed Area, and that it is aware of, and fully appreciates, the nature and extent of the risks associated with doing so.

3. Licensee acknowledges that Licensee's access to and use of the Property and the Licensed Area and use for the Licensed Work permitted under this License Agreement is secondary to NIPSCO's access to and use of the Property. The use of the Property and the Licensed Area under this License Agreement is subject and subordinate to possession and use of the Property by NIPSCO and/or NIPSCO's assigns. NIPSCO reserves full possession of the Property for NIPSCO's uses and purposes and the right to enter upon the Property at any and all times to repair, replace, renew, erect or complete the erection of any existing or future NIPSCO Facilities (as defined below) over, under or across the Property at NIPSCO's discretion. NIPSCO reserves the right to construct, install, modify or replace, inspect, alter, extend, or repair any NIPSCO Facilities or authorize others to perform such work, which work, to the extent commercially reasonable, shall be performed in such a manner as not to unreasonably interfere with Licensee's use of the Licensed Area for the work and activities permitted under the License. Licensee agrees to relocate the Licensed Work, its materials and equipment at the Licensee's sole cost if requested by NIPSCO in order for NIPSCO to reasonably operate, inspect, maintain, construct, repair, alter, replace and/or upgrade any of the NIPSCO Facilities. Licensee shall also be responsible for the restoration of the Licensed Area, Licensed Work after any work performed by or on behalf of NIPSCO.

4. Licensee acknowledges and agrees that Licensee will be solely responsible for the protection and security of the Licensed Work, any Licensee materials, equipment, machines and vehicles located on the Property during the construction, restoration, modification, repair of the Licensed Area.

5. Licensee agrees to immediately notify NIPSCO of any incident or event which damages the Property or any NIPSCO Facilities, or which could potentially damage the Property or NIPSCO Facilities. Licensee covenants that Licensee, its officers, agents, employees and assigns shall use due care and diligence in all operations and activities conducted at the Property and in the vicinity of the NIPSCO Facilities, as is necessary to avoid injury to persons (including death) or damage to property. In the event that Licensee, or its agents, employees or contractors damage any NIPSCO Facilities, NIPSCO shall perform the repairs, and Licensee shall reimburse NIPSCO for all costs and expenses incurred by NIPSCO to perform said repairs and compensate NIPSCO for any loss of use of the NIPSCO Facilities, including the loss of gas or electrical service to customers. Licensee will fully compensate NIPSCO for any loss of use of any portion of the NIPSCO Facilities caused by or resulting from Licensee's activities on the Property.

6. Licensee, and its officers, agents, employees and invitees, shall not alter or damage the Property, or any of NIPSCO's electric lines, gas pipelines, towers, or any other NIPSCO equipment or facilities located on the Property, including without limitation, roads, gates, fences, railings or buildings (collectively, the "NIPSCO Facilities"), nor shall Licensee disturb, interfere with the use, operation, inspection, maintenance or repair of any NIPSCO Facilities.

7. All labor provided and materials furnished in performing work under this License Agreement shall be at Licensee's sole cost and expense. Licensee shall keep the Property fully protected against liens of any kind arising out of or connected to Licensee's operations on or contamination of the Property. In the event that a lien is placed on the Property as the result of Licensee's activities or presence on the Property, Licensee shall immediately notify NIPSCO of such lien. Licensee shall also take action, at Licensee's sole cost and expense, to have any such

liens promptly removed from the Property and shall provide NIPSCO with written evidence of such lien having been removed.

8. The Licensee shall not permit any structures or permanent improvements to be constructed or otherwise located on the Property, except as provided in this License Agreement without the express prior written consent of NIPSCO. Further, Licensee shall not permit holes, obstructions or other conditions on the Property which could create a hazard of any kind. No equipment shall be refueled while under, or in the vicinity of any NIPSCO Facilities. No fuel Tanks or fuel trucks shall be parked on the Property. No elevated cranes shall be erected under NIPSCO overhead lines. The minimum OSHA approach distance to NIPSCO facilities shall be maintained. Wood matting shall be used when necessary to prevent rutting on the Property. The Licensee, at its sole cost and expense, shall keep and maintain the Property in a clean and orderly condition at all times and shall keep the Property free of materials and debris except when such are being actively used by Licensee in accordance with this License Agreement. The Licensee shall not damage the Property or damage or alter any of the NIPSCO Facilities or any roads, gates, fences, railings or buildings on the Property; furthermore, Licensee shall not interfere with the use, operation, inspection, maintenance or repair of any NIPSCO Facilities. Licensee shall not cause the existing surface of the Property to erode in any way.

9. Licensee acknowledges that the use of the Licensed Area shall be done at Licensee's sole risk, cost and expense, and that Licensee shall be solely responsible for obtaining and maintaining all necessary permits, rights-of-way and approvals associated with or required for the use of the Licensed Area. Licensee shall comply with all applicable laws, rules and regulations in conducting its operations and activities on the Property. Licensee shall also be solely responsible for ensuring that all aspects of the maintenance and use of the Licensed Area fully comply with all laws and requirements that are or may become applicable.

10. NIPSCO may disturb, modify, move or remove the Licensed Area, Licensed Work, or any portion of the Property as NIPSCO determines is needed, in order to allow NIPSCO to operate, inspect, maintain, construct, repair, alter, replace and/or upgrade the Property or any NIPSCO Facilities. NIPSCO shall not be responsible for compensating Licensee for any loss of use of, interference with operation of, or damage to the Licensed Area or any improvements to the Licensed Area by Licensee occasioned by NIPSCO's activities. Licensee shall, at its own cost and expense, be responsible for restoration of the Licensed Area.

11. Licensee agrees that it will not take any action that results in the release of a pollutant, contaminant or Hazardous Substance (as defined herein), at or from the Property. Licensee shall immediately notify NIPSCO of any release of or discovery of a prior release of a pollutant, contaminant or Hazardous Substance on the Property caused by Licensee or its contractors and regardless of whether such release is reportable under law. For purposes of this License Agreement, "Hazardous Substance" shall mean any hazardous, flammable, corrosive, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any federal, state or local statute, regulation or ordinance relating to the protection of human health or the environment, including, without limitation, pipeline liquids, petroleum, oil and its fractions.

12. Licensee shall comply with all governmental statutes, ordinances, regulations, orders and directives concerning public health, safety or the environment ("Environmental Laws") applicable to its activities within, on and along the Property. If, as a result of any activities by the Licensee, there is any release of a pollutant, contaminant or Hazardous Substance, the Licensee shall, at its sole cost and expense, take those steps as may be reasonably necessary to contain the release and restore the affected areas to being in compliance with all applicable local, state



and federal Environmental Laws. Licensee shall provide to NIPSCO copies of any and all correspondence, notices, etc., prepared by or received by Licensee under Environmental Laws, associated with its operations on the Property.

13. Licensee covenants and agrees to indemnify, hold harmless and defend NIPSCO, its agents and employees from and against any and all losses, damages, liability, claims for damages on account of or by reason of injury, including death, which may be sustained by any person (including without limitation the employees of Licensee, and any contractor or subcontractor of Licensee), from and against any and all damages to property, including environmental contamination or liability and loss of use (including without limitation damage to or loss of use of property of NIPSCO), caused by or arising out of any act or omission of Licensee, its agents, employees or subcontractors, in connection with the Bore Locations, the presence of Licensee, and of Licensee's employees, contractors, subcontractors, agents and facilities, on the Property and/or Licensee's breach of this License Agreement, except to the extent that the same shall be found to have been caused by the joint or concurrent negligence of NIPSCO, its agents or employees. Licensee shall give NIPSCO written notice of any claim, demand, suit or action arising from the exercise of this License Agreement within ten (10) business days from the date that Licensee becomes aware of such claim, demand, suit or action.

14. Licensee shall ensure that any and all subcontractors on the Property, at all times during which people or materials subject to their supervision or control are on the Property, maintain in effect from a company or companies authorized to do business in the State of Indiana and approved by the National Association of Insurance Commissioners, or through self-insurance, the following minimum insurance; (a) General Liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per person combined single limit for bodily injury and with a general aggregate of Two Million Dollars (\$2,000,000.00) per occurrence against all claims and demands for any injury to persons and for any property damage; which may occur or be claimed to have occurred as the result of the activities or use of the Property, naming NIPSCO an additional insured. It being understood and agreed that these limits may be provided by a combination of primary and excess liability policies; (b) Comprehensive Automobile Liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury and property damage, again, it being understood and agreed that these limits may be provided by a combination of primary and excess liability policies; (c) Workers Compensation insurance in an amount not less than the statutory minimums provided under Indiana law; and (d) Excess or Umbrella Liability insurance with a combined single limit of not less than Three Million Dollars (\$3,000,000.00) per occurrence and project or per location aggregate. Certificates showing the foregoing insurance shall be furnished to NIPSCO prior to a subcontractor's first entry to the Property. Further, NIPSCO reserves the continued right to review the amounts of the foregoing insurance coverage and to, from time to time, require the Licensee to increase such coverage amounts, if deemed necessary by NIPSCO in its sole discretion.

15. This License Agreement and the License herein granted shall expire one-hundred eighty (180) days from the date hereof, but may be terminated before that date, by either NIPSCO or the Licensee by giving the other party written notice of termination. On or before the foregoing expiration date or the effective date of termination, whichever shall first occur, the Licensee shall, at its own cost and expense, promptly remove all improvements and return the Property to substantially the same condition as it was as of the date of this License Agreement, reasonable wear and tear excepted. Should Licensee fail to timely remove all improvements, then NIPSCO shall have the right to remove the improvements at Licensee's sole cost and expense.

16. Licensee releases and waives any and all rights to recover any and all losses, claims, expenses, and damages for personal injuries, property damages, loss of life or property

from NIPSCO for or on account of any loss of any kind or nature suffered by Licensee arising out of Licensee's use of the Property; and assigns all risk of injuries or damages to its officials, employees, contracts, or agents.

17. Should at any time the Town require access to the Fisher Street Extension for the purpose of working with the Licensee to assist or complete any work in the Town Right-of-Way, the Town shall have the same right to access the Licensed Area as the Licensee during construction of the Fisher Street Extension, as described in this License Agreement.

18. All written notices required or permitted under this License Agreement shall be served by (i) certified mail, return receipt requested, to the party to whom the same is directed at that party's respective address, as set forth below (ii) overnight delivery by recognized overnight carrier to the party to whom the same is directed at that party's respective address, as set forth below.

If to NIPSCO: Northern Indiana Public Service Company, LLC  
801 East 86<sup>th</sup> Avenue  
Merrillville, Indiana 46410  
Attn: NIPSCO Survey & Land

With a copy to: NiSource Corporate Services Company  
801 East 86<sup>th</sup> Avenue  
Merrillville, Indiana 46410  
Attn: Legal Department

If to Licensee: SPIN Munster, LLC  
25 Recreation Park Drive, Suite 204  
Hingham, MA 02043  
Attn: Gary Warfel

If to the Town: Town of Munster  
1005 Ridge Road  
Munster, Indiana 46321  
Attn: Tricia Abbott

Or at such other address or facsimile number as either party may from time-to-time designate by giving written notice, as provided herein. The date of service of notice shall be the date on which such notice is received (or, alternatively, if notice is given by certified mail, the date upon which receipt is refused).

19. Licensee shall cooperate with NIPSCO with respect to monitoring the Property for any unauthorized entry or trespass, and with respect to any lawful actions taken by NIPSCO to prevent, or enforce its rights against any person committing, such unauthorized entry or trespass.

20. Licensee shall use the Property solely for purposes of the use of the Licensed Area, and shall not allow, and shall take reasonable measures to prevent, use of the Property and the Licensed Area by any other persons or for any purpose.



License # TBD

21. This License Agreement grants permission for only the Licensed Area and shall not be deemed or construed as granting permission for any other or further use of the Property. Further, the License is applicable to only the foregoing described Property, and no additional rights of ingress and/or egress other than those specifically described above shall be used without first obtaining written approval from NIPSCO. Licensee shall not assign this License Agreement or the License herein granted without obtaining the prior written consent of NIPSCO.

22. This License Agreement contains the entire agreement and understanding of the parties hereto with respect to the License herein granted. No part of this License Agreement may be amended or modified, except in writing signed by both NIPSCO and Licensee. Should any provision of this License Agreement be declared invalid by a legislative administrative or judicial body of competent jurisdiction, then the other provisions contained herein shall remain in full force and effect and shall be unaffected by such declaration.

23. The terms, conditions and covenants set forth herein shall be binding upon, and accrue to the benefit of NIPSCO and Licensee, and each of their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have entered into this License Agreement as of the date provided above.

**SPIN Munster, LLC**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

**NORTHERN INDIANA PUBLIC SERVICE  
COMPANY, LLC**

By: \_\_\_\_\_

Jill Tabor

Land Agent, NIPSCO Survey & Land

# EXHIBIT A

Parcel: 45-06-25-100-001.000-...

Parcel: 45-06-25-100-004.000-...

1 of 5

**Hyperlinks**

[Parcel Assessment Details](#)

**Details**

Parcel Number  
45-06-25-100-001.000-027

Owner  
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.

Owner:  
Northern Indiana Pub Serv Co  
Mailing Address:  
290 W Nationwide Blvd PO Box 117 Columbus OH 43215  
Site Address:  
MUNSTER IN 46321  
[View Additional Details](#) [Add to Results](#)

(See Exhibit "B" for detail in this area)

SB38.80

100-001 14.85

100-002 14.85

100-003 4.70

100-004 4.70

KNICKERBOCKER MANOR 16TH ADD.

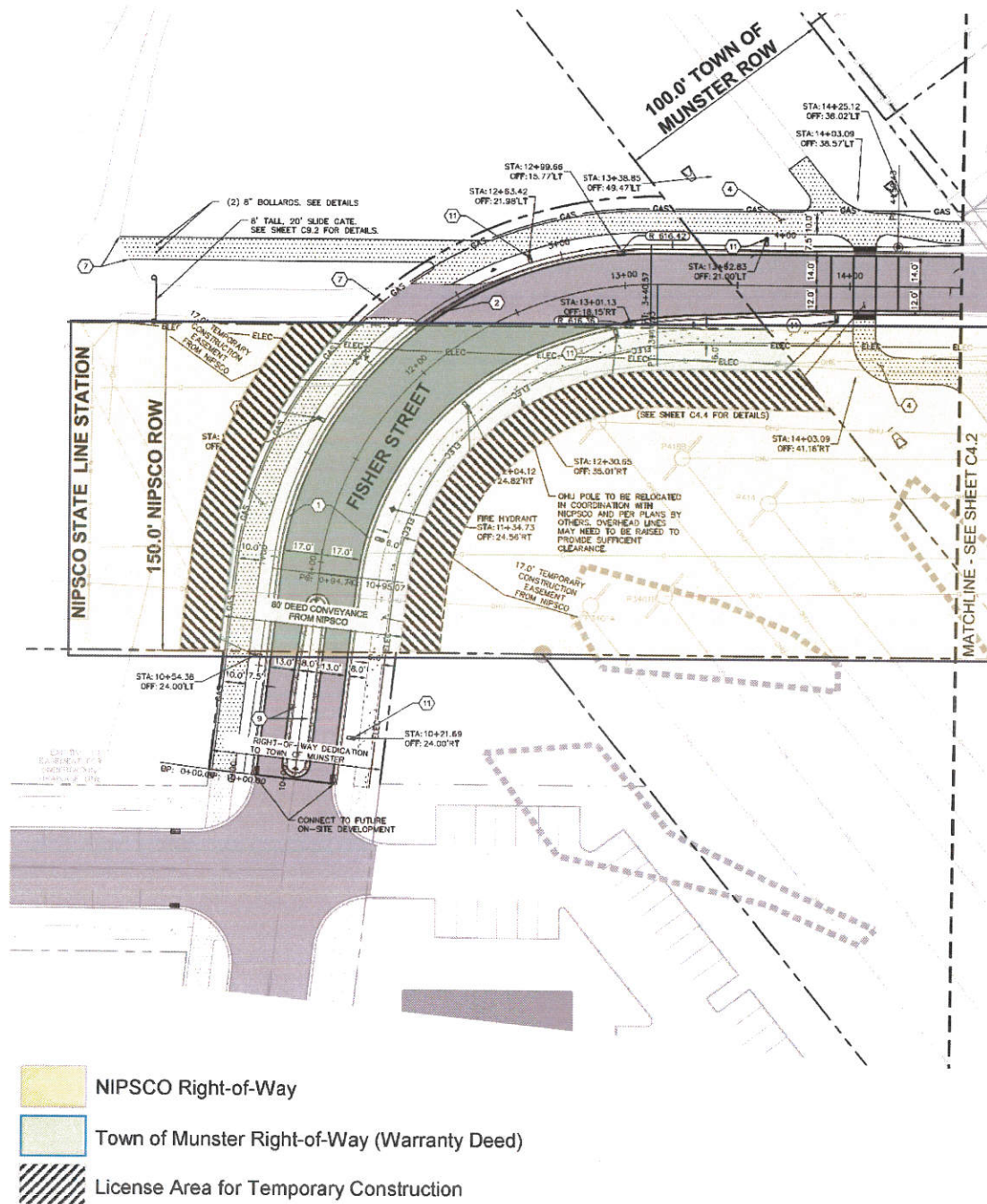
Munster

Oak M



# EXHIBIT B

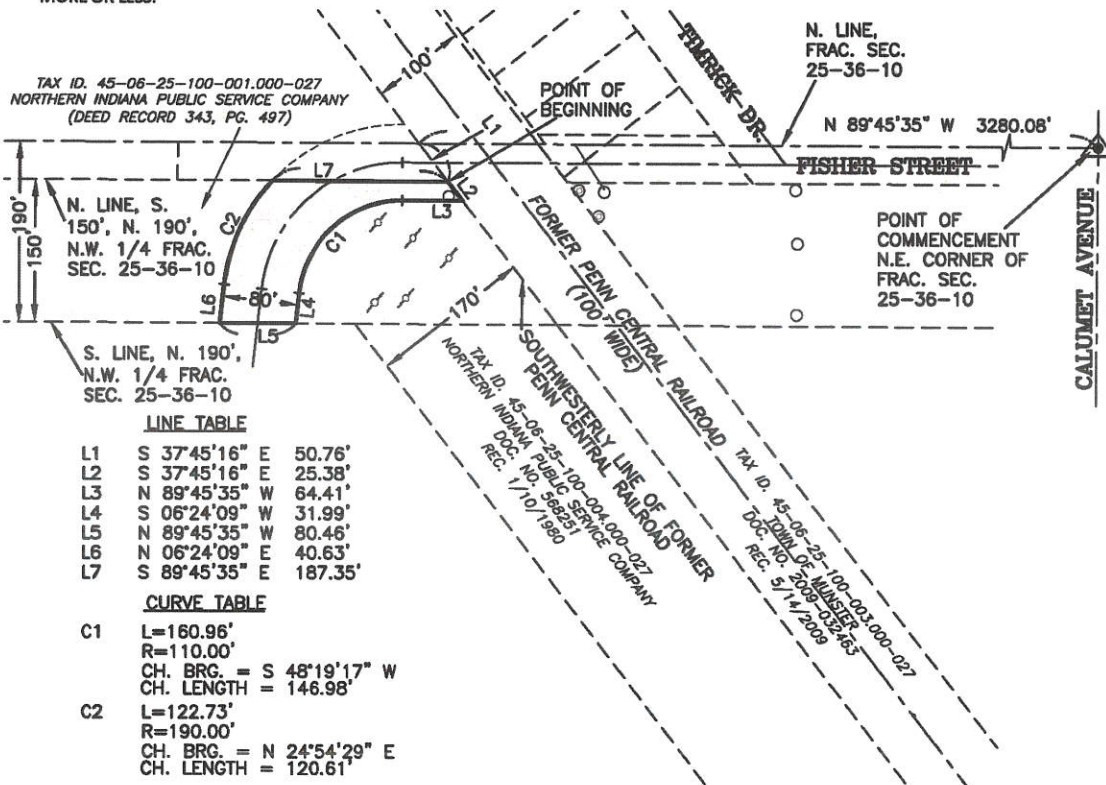
## Fisher Street Extension



# EXHIBIT C

## Legal Description of Warranty Deed (Town of Munster)

**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.

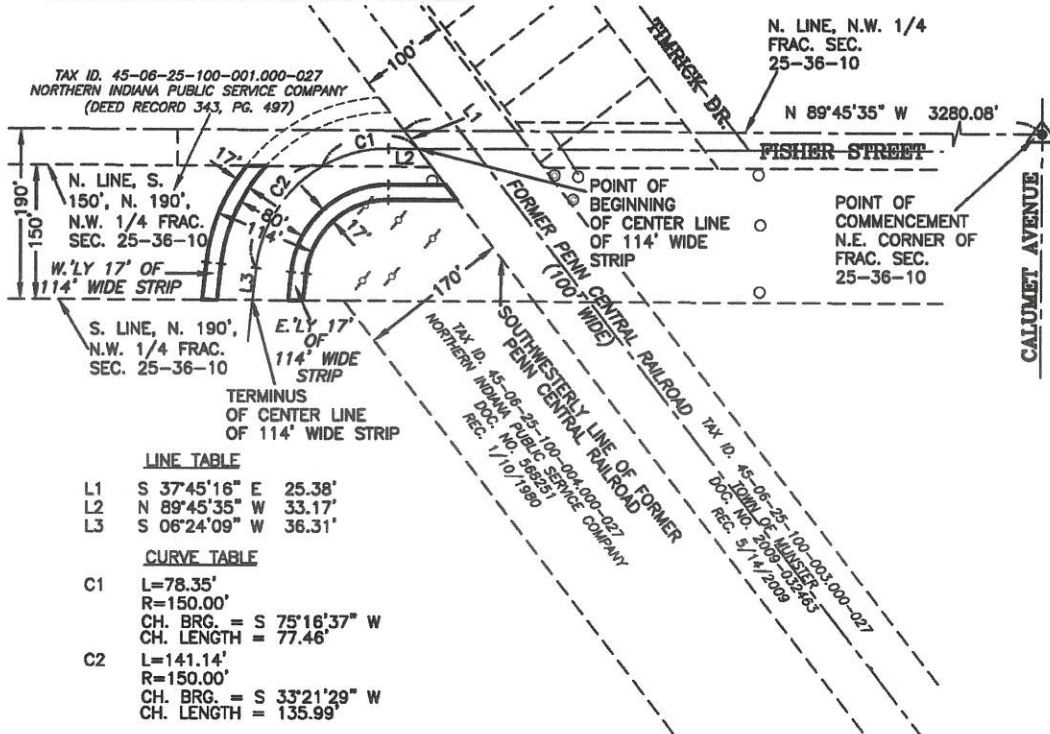




# EXHIBIT D

## Legal Description License Area

**PARCEL DESCRIPTION:** THE WESTERLY 17 FEET AND THE EASTERLY 17 FEET OF A 114 FOOT WIDE STRIP 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, THE CENTER LINE OF SAID STRIP 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, 25.38 FEET ALONG SAID SOUTHWESTERLY LINE TO THE POINT OF BEGINNING OF SAID CENTER LINE; THENCE NORTH 89 DEGREES 45 MINUTES 35 SECONDS WEST, 33.17 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEAST, HAVING A RADIUS OF 150.00 FEET, AND A CHORD THAT BEARS SOUTH 75 DEGREES 16 MINUTES 37 SECONDS WEST, 77.46 FEET; THENCE SOUTHWEST 78.35 FEET ALONG SAID CURVE TO THE NORTH LINE OF SAID SOUTH 150 FEET; THENCE CONTINUING ALONG LAST SAID CURVE SOUTHWEST 141.14 FEET (SAID CURVE HAVING A RADIUS OF 150.00 FEET AND A CHORD THAT BEARS SOUTH 33 DEGREES 21 MINUTES 29 SECONDS WEST, 135.99 FEET); THENCE SOUTH 06 DEGREES 24 MINUTES 09 SECONDS WEST, 36.31 FEET TO THE SOUTH LINE OF SAID 190 FEET AND THE TERMINUS OF SAID CENTER LINE, SIDELINES OF SAID STRIP SHALL BE LENGTHENED AND SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE ON THE NORTH AT SAID NORTH LINE OF SAID SOUTH 150 FEET, ON THE SOUTH AT SAID SOUTH LINE OF SAID NORTH 190 FEET, AND AT THE EAST AT SAID SOUTHWESTERLY LINE OF THE FORMER PENN CENTRAL RAILROAD, SAID WESTERLY 17 FEET CONTAINING 0.06 ACRES MORE OR LESS AND SAID EASTERLY 17 FEET CONTAINING 0.10 ACRES MORE OR LESS.



### LINE TABLE

L1 S 37°45'16" E 25.38'  
L2 N 89°45'35" W 33.17'  
L3 S 06°24'09" W 36.31'

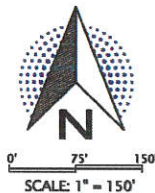
### CURVE TABLE

C1 L=78.35'  
R=150.00'  
CH. BRG. = S 75°16'37" W  
CH. LENGTH = 77.46'  
C2 L=141.14'  
R=150.00'  
CH. BRG. = S 33°21'29" W  
CH. LENGTH = 135.99'

### 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 E**

## **Drawings and Specifications**

Refer to Attached Drawings and Specifications entitled "FINAL ENGINEERING PLANS  
FISHER STREET, EXTENSION OF PUBLIC ROADWAY, MUNSTER, INDIANA 46321"

Sheet	Sheet Title
C0.0	COVER SHEET
V0.0	BOUNDARY AND TOPO SURVEY (BY DVG)
V0.1	FISHER STREET SURVEY (BY HWC)
V0.2	NIPSCO SURVEY (BY DLZ)
V1.0	FISHER STREET PLAT (BY HWC)
V1.1	FISHER STREET PLAT (BY HWC)
C1.0	GENERAL NOTES
C2.0	OVERALL EX CONDITIONS AND DEMO PLAN
C2.1	DETAILED EX CONDITIONS AND DEMO PLAN
C2.2	DETAILED EX CONDITIONS AND DEMO PLAN
C2.3	DETAILED EX CONDITIONS AND DEMO PLAN
C3.0	TYPICAL SECTIONS
C3.1	TYPICAL SECTIONS
C4.0	OVERALL SITE PLAN
C4.1	FISHER ST PLAN AND PROFILE SHEET
C4.2	FISHER ST PLAN AND PROFILE SHEET
C4.3	FISHER ST PLAN AND PROFILE SHEET
C4.4	PENNSY GREENWAY PLAN AND PROFILE SHEET
C5.0	OVERALL EROSION CONTROL PLAN
C5.1	FISHER EROSION CONTROL DETAILS
C6.0	OVERALL GRADING AND DRAINAGE PLAN
C6.1	DETAILED GRADING AND DRAINAGE PLAN
C6.2	DETAILED GRADING AND DRAINAGE PLAN
C6.3	DETAILED GRADING AND DRAINAGE PLAN
C6.4	DETAILED GRADING AND DRAINAGE PLAN
C6.5	WETLAND IMPACTS PLAN
C7.0	OVERALL UTILITY PLAN
C7.1	WET UTILITY PLAN
C7.2	WET UTILITY PLAN
C7.3	WET UTILITY PLAN
C7.4	DRY UTILITY PLAN
C7.5	DRY UTILITY PLAN
C7.6	DRY UTILITY PLAN
C7.7	STORM PROFILES
C7.8	SANITARY SEWER PROFILE
1 of 4	OVERHEAD UTILITY RELOCATION
2 of 4	OVERHEAD UTILITY RELOCATION
3 of 4	OVERHEAD UTILITY RELOCATION
4 of 4	OVERHEAD UTILITY RELOCATION
C8.0	SIGNING AND MARKING PLAN
C8.1	SIGNING AND MARKING PLAN
C8.2	SIGNING AND MARKING PLAN
C9.0	CONSTRUCTION DETAILS
C9.1	CONSTRUCTION DETAILS
C9.2	8 FOOT NIPSCO SLIDE GATE DRAWING
C9.3	LIGHTING SPECIFICATIONS
C9.4	LIGHTING SPECIFICATIONS
L1.0	LANDSCAPE PLAN
L2.0	LANDSCAPE NOTES AND DETAILS
	GENERAL CONTRACTOR WORK PLAN
	SITE SAFETY PLAN



# **EXHIBIT F**

## **Memorandum of Understanding**

(Refer to MOU Updated September 20, 2024)