

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

Jun 20 2024 BDD

PEGGY HOLINGA-KATONA
LAKE COUNTY AUDITOR

2024-020100
06/21/2024 09:40 AM
TOTAL FEES: 25.00
BY: \$P
PG #: 3
RECORDED AS PRESENTED

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

CTIN 2306023 KB
Chicago Title Commercial

TRUSTEE'S DEED

THIS INDENTURE WITNESSETH, that Ronald L. Hoffman and David A. Hoffman, as co-trustees of the **Edna J. Hoffman Land Trust** ("Grantor"), both of Lake County, Indiana,

CONVEY AND WARRANT, to **Northern Indiana Public Service Company LLC**, an Indiana limited liability company ("Grantee"), for the sum of Twenty Dollars (\$20.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following REAL ESTATE in Lake County, Indiana, to-wit:

Part of the Southeast Quarter of Section 24, Township 33 North, Range 8 West of the Second Principal Meridian in Eagle Creek Township, Lake County, Indiana, being more particularly described as follows:

Beginning at the Southeast corner of said Section 24; thence South 89°53'58" West, along the South line of the Southeast Quarter of said Section 24, a distance of

118.47 feet, to the Southeast corner of a tract conveyed to NIPSCO in Document No. 1982-664727 in the Recorder's Office; thence North 49°30'33" West, along the Northwesterly line of said "NIPSCO" tract, a distance of 1620.00 feet; thence North 00°24'21" West, parallel with the East line of the Southeast Quarter of said Section 24, a distance of 237.33 feet; thence North 89°53'58" East, parallel with the South line of the Southeast Quarter of said Section 24, a distance of 1343.03 feet, to a point on the East line of the Southeast Quarter of said Section 24; thence South 00°24'21" East, along the East line of the Southeast Quarter of said Section 24, a distance of 1291.42 feet, to the Point of Beginning.

Containing 25.000 acres, more or less, all in Eagle Creek Township, Lake County, Indiana.

Prior Deed Reference: 1982-656967
Parcel Number: A portion of 45-20-24-400-003.000-012 Property Address: 181st Street, Hebron, Indiana 46341

Subject to all easements, restrictive covenants, agreements, restrictions, and all matters of record or which would be disclosed by an accurate inspection and an ALTA minimum standards survey of the Real Estate; and

Subject to the real estate taxes assessed in 2024, due and payable in 2025 and thereafter, which Grantee assumes and agrees to pay. The Grantors have allowed the Grantee a credit against the purchase price for the estimated pro-rata value of taxes so assumed; and

Subject to a certain Right of First Refusal retained by the Edna J. Hoffman Land Trust under Section 12.12 of a certain Land Option Purchase Agreement dated September 13, 2021, and recorded March

NOT AN OFFICIAL DOCUMENT

5, 2024 as Instrument No. 2024-506668 in the Official Public Records of Lake County, Indiana, by and between Foundry Works Solar Energy L.L.C., a Delaware limited liability company, as "Purchaser", and Ronald L. Hoffman and David A. Hoffman, as co-trustees of the Edna J. Hoffman Land Trust, as "Seller", which states as follows:

"If, at any time following the Closing, Purchaser shall, in response to a bona fide offer to purchase all or part of its interest in the Property from a third party, desire to sell or otherwise dispose of such interest, Purchaser shall notify Seller in writing of the party to whom it desires to sell such interest and the price at which and the terms upon which it desires to sell the same. Seller shall, within sixty (60) days of receipt of the notice, notify Purchaser in writing whether it wishes to purchase such interest at the price and on the terms set forth in the notice. If Seller elects to purchase such interest, Purchaser shall be bound to convey, assign, or otherwise transfer such interest to Seller promptly thereafter at such price and on such terms. If Seller elects not to purchase such interest or fails to give notice of its intention within the sixty (60) day period, Purchaser shall be free to convey, assign, or otherwise transfer such interest to the third party at a price not less than stated in the notice or on terms more favorable than those stated in the notice."

Grantee's acceptance of this deed shall constitute an acknowledgment and acceptance of the rights reserved to Grantor under the Right of First Refusal.

[Signature Page Follows]

