

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 011538

2014 FEB 27 AM 9:42

MICHAEL D. BROWN  
RECORDER

CROSS REFERENCE. In accordance with Indiana Code Sec. 32-23-2-5(a), the easement described herein burdens real estate shown and described in the deed attached in Exhibit A, said deed being the most recent deed of record by which the Grantor holds title.

**AMENDMENT TO RIGHT-OF-WAY AND EASEMENT GRANT**

Tract No.: N-608-9

Tax Parcel Number: 45-12-11-226-007.000-046

THIS AMENDMENT TO RIGHT-OF-WAY AND EASEMENT GRANT ("Agreement"), made this 19<sup>TH</sup> day of FEBRUARY, 2012, by and between **Lake County Trust Company, as Trustee, has succeeded North Star Trust Company, as Trustee, Successor Trustee to Harris Bank, as Trustee, Successor to Mercantile National Bank as Trustee under Agreement dated 3-28-1994 known as Trust #5905**, with an address of **6192 Colorado Street, Hobart, IN 46342**, (hereinafter collectively referred to as "Grantor") and **Enbridge Energy, Limited Partnership, a Delaware limited partnership, with an office located at 119 North 25<sup>th</sup> Street East, Superior, Wisconsin 54880**, including its grantees, successors and assigns (hereinafter referred to as "Grantee"), witnesseth as follows:

WHEREAS, Grantor owns the land described in the deed attached in Exhibit A hereto and incorporated herein (hereinafter referred to as the "Land"); and

WHEREAS, Grantee (the successor-in-interest of Lakehead Pipe Line Company, Inc.) is the owner of a right-of-way and easement grant for pipeline purposes as described in an agreement(s) dated **January 9, 1969** which was recorded on **February 3, 1969**, and recorded as Document No. **3743**, in the Office of the County Recorder, **Lake County, State of Indiana**, or as amended on the same date herein; and

WHEREAS, the Right-of-Way and Easement Grant conveys **twenty-five (25) foot wide** right-of-way and easement on, over, through, upon, under and across the Land; and

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**FILED**

FEB 26 2014

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

Tract No. N-608-9  
Amendment to ROW

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WHEREAS, one or more pipelines and appurtenances presently occupy the existing Right-of-Way and Easement Grant; and

WHEREAS, the Grantor and Grantee desire to amend the Right-of-Way and Easement Grant to expand the existing right-of-way and easement from **twenty-five (25) feet in width to a width described in Exhibit B** in order to accommodate the installation of one or more additional pipelines; and

WHEREAS, the Right-of-Way and Easement Grant provided that the limits of the existing right-of-way and easement were to be measured from a surveyed line or the centerline of the original pipeline as installed in 1969; and

WHEREAS, the Grantor and Grantee have agreed that the centerline of the existing pipeline as installed in 1969 shall be used for purposes of establishing the limits of the expanded right-of-way and easement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and contained in the Right-of-Way and Easement Grant, and in further consideration of Ten Dollars (\$10.00) paid to Grantor and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, IT IS AGREED AS FOLLOWS:

1. The Right-of-Way and Easement Grant is hereby modified and amended so that the existing **Twenty-five (25) foot wide right-of-way and easement upon the Land is hereby expanded as described in the attached Exhibit B.**
2. Grantor acknowledges receipt of payment in full from Grantee for the rights and interests granted herein, and that such payment includes compensation and consideration for (a) any timber to be removed from the expanded right-of-way and easement; (b) the use of Grantor's lands adjacent to each side of the expanded right-of-way and easement as is required by Grantee during construction of Grantee's facilities and as further set forth in the Temporary Work Space Acknowledgement executed contemporaneously herewith; and (c) any compensation or consideration payable under the Right-of-Way and Easement Grant for the additional pipeline to be constructed by Grantee. Unless otherwise agreed in writing, timber removed shall become property of Grantee.
3. The recitals herein are incorporated by reference. The parties ratify the Right-of-Way and Easement Grant and agree and acknowledge that (a) except as modified herein, it shall remain in full force and effect; (b) it has not terminated or expired; and (c) there is no default by Grantee thereunder. To the extent a conflict exists between the terms of the Right-of-Way and Easement Grant and the terms of this Agreement, the terms of this Agreement control.

4. This Agreement shall be binding upon the parties hereto and their heirs, legal representatives, successors and assigns.
5. Grantor hereby covenants and warrants (i) the quiet possession of the right-of-way and easement conveyed hereby, and (ii) that the Grantor will warrant and defend the title to said right-of-way and easement against all lawful claims.



Grantor herein certifies under oath that no Indiana Gross Income Tax is due on this transaction.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the above written date.

**Grantor: Lake County Trust Company, as Trustee, has succeeded North Star Trust Company, as Trustee, Successor Trustee to Harris Bank, as Trustee, Successor to Mercantile National Bank as Trustee under Agreement dated 3-28-1994 known as Trust #5905**

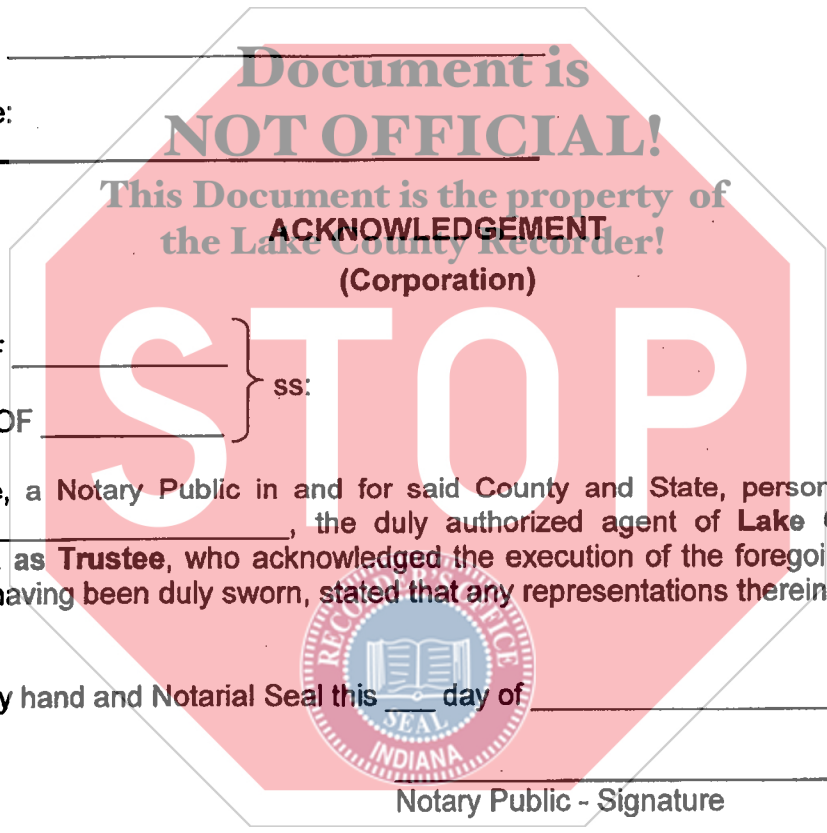
Signature: SEE SIGNATURE PAGE ATTACHED

Print Name:  
Its: \_\_\_\_\_

**Grantor:**

Signature: \_\_\_\_\_

Print Name:  
Its: \_\_\_\_\_



STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss:

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the duly authorized agent of **Lake County Trust Company, as Trustee**, who acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public - Signature

\_\_\_\_\_  
Notary Public - Printed  
My County of Residence: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

The information contained in this instrument has been furnished the undersigned by the beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

(Page 1 of 2 pages of Trustee's Signature Pages)

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer this 19<sup>th</sup> day of September 2012.

LAKE COUNTY TRUST COMPANY, as Trustee and not personally under the provisions of a Trust Agreement dated March 28, 1994 and known as Trust No. 5905

By: *Elaine M. Sievers*  
Elaine M. Sievers, Trust Officer

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF LAKE        )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Elaine M. Sievers, Trust Officer of LAKE COUNTY TRUST COMPANY, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said Corporation and as her free and voluntary act, acting for such Corporation, as Trustee.

**This Document is the property of  
the Lake County Recorder!**

WITNESS my hand this 19<sup>th</sup> day of September 2012.

**STOP**

*Hesta Smith*  
Hesta Smith, Notary Public

My Commission Expires: 10-11-15

Resident of Lake County, Indiana.



(Page 2 of 2 pages of Trustee's Signature Pages)

**Grantee:**

Enbridge Energy; Limited Partnership  
By Enbridge Pipelines (Lakehead) L.L.C.  
Its General Partner

Signature: [Handwritten Signature]  
Printed Name: Micah J. Harris  
Title: Authorized Agent

**ACKNOWLEDGEMENT**

STATE OF Minnesota }  
COUNTY OF St. Louis } ss:

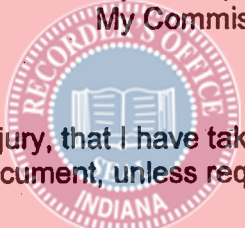
Before me, a Notary Public in and for said County and State, personally appeared Micah J. Harris, the duly authorized agent of Enbridge Pipelines (Lakehead) L.L.C., the General Partner, of Enbridge Energy, Limited Partnership, who acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 2<sup>nd</sup> day of December, 2012<sup>3</sup>.



Tamara L. Leinweber  
Notary Public - Signature

Tamara L. Leinweber  
Notary Public - Printed  
My County of Residence: St. Louis  
My Commission Expires: 1/31/2018



I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Signature of Authorized Agent: \_\_\_\_\_

This instrument prepared by  
Micah J. Harris  
Enbridge Energy, Limited Partnership  
4628 Mike Colalillo Drive  
Duluth, MN 55807

Return Recorded Documents to:  
Mike J. Harris  
Enbridge Energy, Limited Partnership  
4628 Mike Colalillo Drive  
Duluth, MN 55807

N-608-9

# EXHIBIT A

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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2017 AUG 27 AM 9:21

After recording return to: Lake County Trust Company  
2200 N. Main Street  
Crown Point, IN. 46307

729200

## APPOINTMENT OF SUCCESSOR TRUSTEE

This is to certify that Lake County Trust Company, as Trustee, has succeeded North Star Trust Company, as Trustee, Successor Trustee to Harris Bank, as Trustee, Successor to Mercantile National Bank, as Trustee of the following trust:

Trust No. 5905 dated March 28, 1994

Further, that the trustee of said trust is the owner of the following described real estate in Lake County, Indiana, to-wit:

The North Half of the North Quarter of the South Half of the North Half of the East Half of the Northeast Quarter of Section 11, Township 36 North, Range 8 West of the 2<sup>nd</sup> PM in Lake County, Indiana.

Parcel No.: 45-12-11-226-007.000-048

Commonly known as: 6192 S. Colorado Street - Hobart, IN. 46342

Future tax statements should be mailed to: 6192 S. Colorado Street - Hobart, IN. 46342

Address of Grantee: 2200 N. Main Street - Crown Point, IN. 46307

This affidavit is not intended to affect any exemptions filed for this property.

This affidavit is made for the purposes of giving general notice and inducing the County to change their records to reflect Lake County Trust Company as the current trustee.

Dated: August 21, 2012

LAKE COUNTY TRUST COMPANY

BY: *Elaine M. Sievers*  
Elaine M. Sievers, Trust Officer

STATE OF INDIANA )  
                          )SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Elaine M. Sievers, Trust Officer of LAKE COUNTY TRUST COMPANY, being duly sworn upon oath stated that the facts contained herein are true, and who acknowledged the execution of the foregoing instrument as the free and voluntary act of said Corporation and as her free and voluntary act, acting for such Corporation, as Trustee.

Witness my hand this date: August 21, 2012

*Mesta Smith*  
Mesta Smith, Notary Public

My Commission Expires: 10-11-15  
Instrument prepared by: Elaine M. Sievers, Attorney at Law

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Elaine M. Sievers, Attorney at Law

DULY ENTERED FOR TAXATION SUBJECT TO  
FINAL ACCEPTANCE FOR TRANSFER

003495

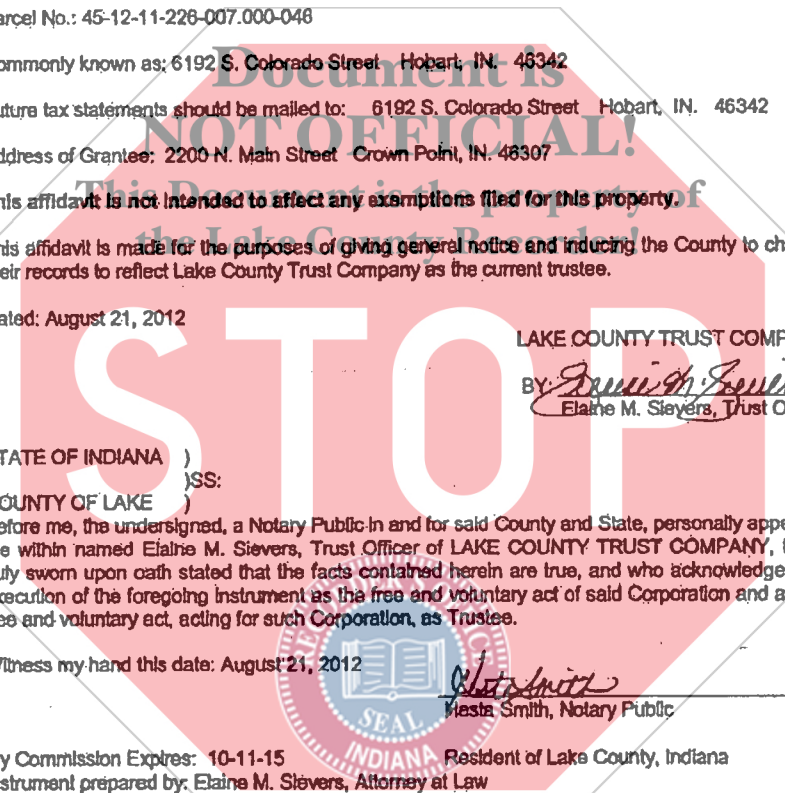
AUG 24 2012

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

Page 6 of 7

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Chicago Title Insurance Company  
OTIC Has made an accommodation  
recording of the instrument.





**EXHIBIT B**

**DESCRIPTION OF GRANTEE'S RIGHT-OF-WAY AND EASEMENT ACROSS ABOVE-DESCRIBED LAND:**

All that part of the land described and recorded as Parcel Number 45-12-11-226-007.000-046 in the office of the Recorder of Lake County, Indiana that lies within the permanent easement of Enbridge Line 6B Replacement Project, being a part of the North half of the East half of the Northeast quarter of Section 11, Township 35 North, Range 8 West, Lake County, Indiana described as follows:

Commencing at the Northwest corner of said described parcel; thence along the North line of said Parcel South 87 degrees 22 minutes 25 seconds East (bearings based on Enbridge 6B Replacement alignment) 539.02 feet to the a point 27.48 feet Northerly perpendicular to Enbridge 6B Replacement line and point of Beginning; thence continuing along said North line of Parcel South 87 degrees 22 minutes 25 seconds East 312.44 feet to a point 20.00 feet Southerly perpendicular to the said Replacement line; thence leaving said North line of Parcel parallel with said Replacement line South 83 degrees 53 minutes 10 seconds West 306.71 feet; thence continuing parallel with said Replacement line South 62 degrees 35 minutes 32 seconds West 25.21 feet to the North line of an Existing Enbridge easement; thence along said North line of Existing easement South 88 degrees 53 minutes 11 seconds West 94.24 feet to a point 25.00 feet Westerly perpendicular to said Replacement line; thence leaving said North line of Existing easement parallel with said Replacement line North 62 degrees 35 minutes 32 seconds East 123.29 feet to the point of beginning. Containing 10,622 square feet, more or less.

*If the centerline of the pipeline installed in 1969 is not located on the Land, but rather on adjacent land, then the portion of the right-of-way and easement on the Land shall be measured from the centerline of Grantee's pipeline installed in 1969 on the adjacent property and shall run parallel with the centerline of the pipeline extended to the boundary lines of the Land to enclose the right-of-way and easement.*

