

20

2014 011539

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 FEB 27 AM 9:43

MICHAEL B. 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-609-1

Tax Parcel Number: 45-12-12-100-001.000-046

THIS AMENDMENT TO RIGHT-OF-WAY AND EASEMENT GRANT ("Agreement"), made this 8<sup>th</sup> day of January, 2012, by and between: John R. Bailey, A SINGLE MAN, William S. Bailey, A MARRIED MAN, Kristin A. Bailey, as Personal Representative of the unsupervised estate of James T. Bailey, A MARRIED MAN, Ralph S. Stinson, A MARRIED MAN, Fred Stinson, A MARRIED MAN, Sally J. Barclay, A MARRIED WOMAN, and Susan J. Morcno, AKA SUSAN J. MORENO A MARRIED WOMAN, with an address of PO Box 888, Portage, IN 46368 (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 deeds 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 Clerk's Deed dated November 14, 1969 which was recorded on November 17, 1969 and recorded as Document No. 39035 in the Office of the County Recorder, Lake County, State of Indiana; 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

Tract No. N-609-1  
Amendment to ROW

**FILED**

Page 1 of 13  
FEB 26 2014

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

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2041036931  
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E

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 Sixty-Two (62) feet in width 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 62-foot wide 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 to Sixty-Two (62) feet in width as more particularly 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.

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

Grantor:

Signature: 

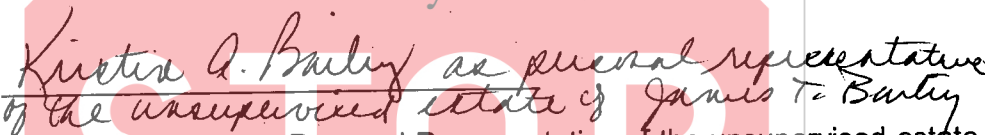
Print Name: John R. Bailey

Grantor:

Signature: 

Print Name: William S. Bailey

Grantor:

Signature:  as personal representative  
of the unsupervised estate of James T. Bailey

Print Name: Kristin A. Bailey, as Personal Representative of the unsupervised estate of James T. Bailey

Grantor:

Signature: 

Print Name: Ralph S. Stinson

Grantor:

Signature: 

Print Name: Fred Stinson

**Grantor:**

Signature: Sally J. Barclay

Print Name: Sally J. Barclay

**Grantor:**

Signature: Susan J. Moreno

Print Name: Susan J. Morcno a/k/a SUSAN J. MORENO



**ACKNOWLEDGEMENT  
(Individual)**

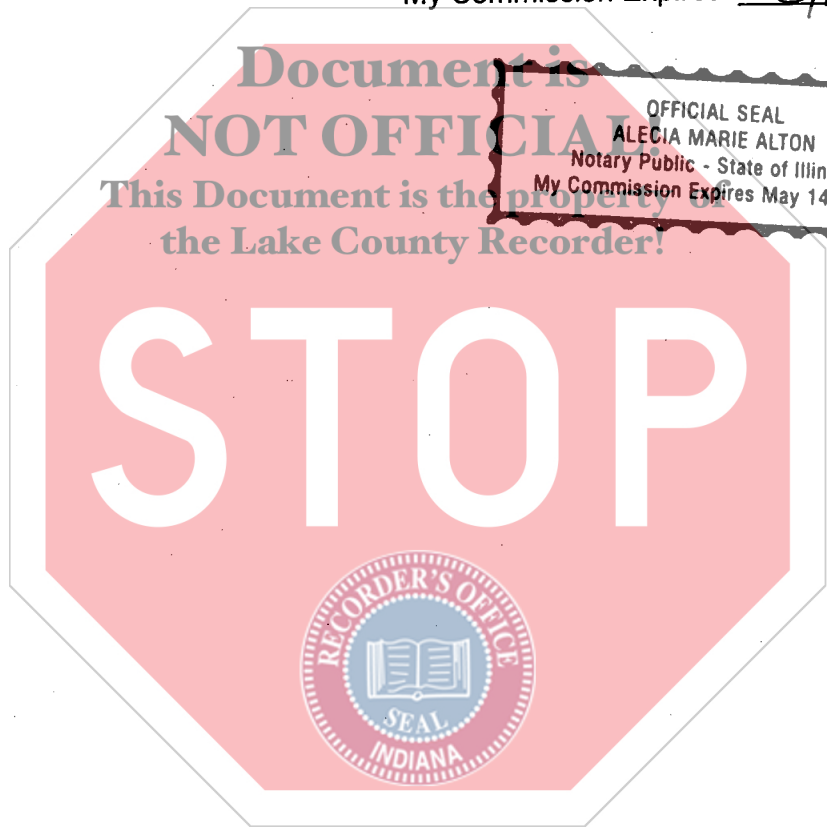
STATE OF Ill }  
COUNTY OF Cook } ss:

Before me, a Notary Public in and for said County and State, personally appeared John R. Bailey a single man who acknowledged the execution of the foregoing Amendment to Right-of-Way and Easement Grant, and who, having been duly sworn, stated that any representations therein contained are true.

[Signature]  
Notary Public - Signature

Alecia Alton  
Notary Public - Printed

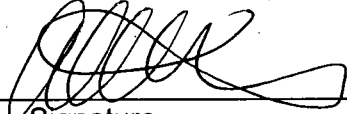
My County of Residence: Cook  
My Commission Expires: 5/14/13

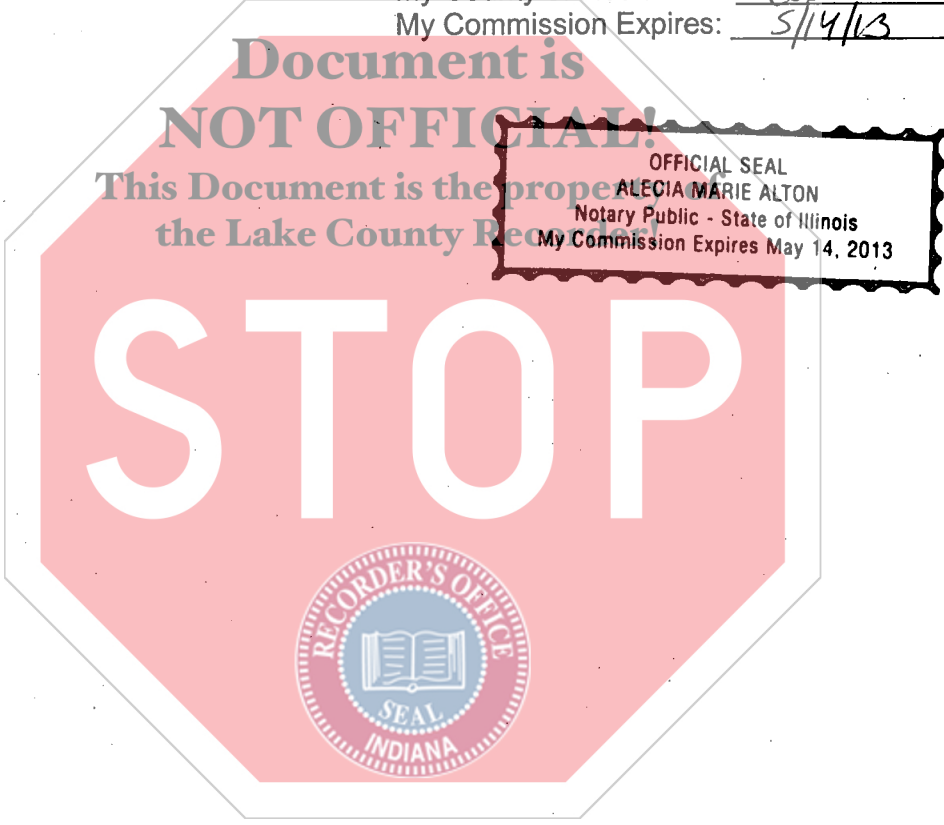


ACKNOWLEDGEMENT  
(Individual)

STATE OF IL }  
COUNTY OF Cook } ss:

Before me, a Notary Public in and for said County and State, personally appeared William S. Bailey a married man who acknowledged the execution of the foregoing Amendment to Right-of-Way and Easement Grant, and who, having been duly sworn, stated that any representations therein contained are true.

  
\_\_\_\_\_  
Notary Public - Signature  
Alecia Alton  
\_\_\_\_\_  
Notary Public - Printed  
My County of Residence: Cook  
My Commission Expires: 5/14/13



**ACKNOWLEDGEMENT**  
**(Individual)**

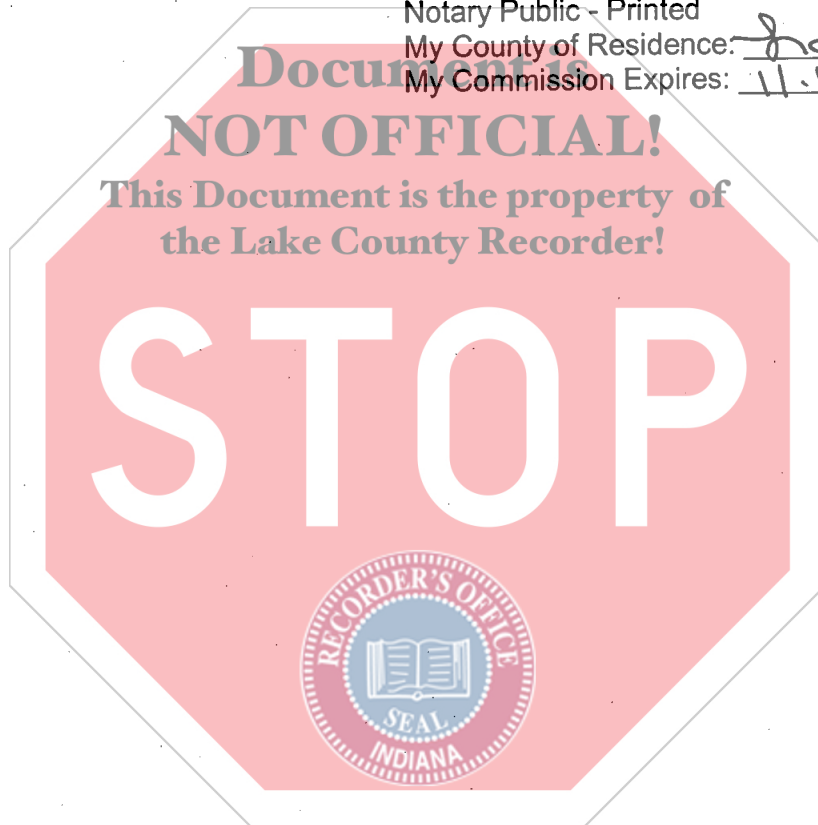
STATE OF Ind }  
COUNTY OF porter } ss:

Before me, a Notary Public in and for said County and State, personally appeared Kristin A. Bailey, as Personal Representative of the unsupervised estate of James T. Bailey, who acknowledged the execution of the foregoing Amendment to Right-of-Way and Easement Grant, and who, having been duly sworn, stated that any representations therein contained are true.

Barbara Glutting  
Notary Public - Signature

Barbara Glutting  
Notary Public - Printed

My County of Residence: Ind  
My Commission Expires: 11.1.2017

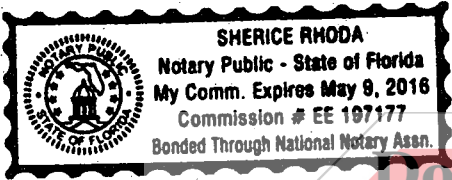




**ACKNOWLEDGEMENT  
(Individual)**

STATE OF Florida }  
COUNTY OF Citrus } ss:

Before me, a Notary Public in and for said County and State, personally appeared Ralph S. Stinson Ralph S. Stinson, a married man who acknowledged the execution of the foregoing Amendment to Right-of-Way and Easement Grant, and who, having been duly sworn, stated that any representations therein contained are true.



Sherice Rhoda  
Notary Public - Signature

Sherice Rhoda  
Notary Public - Printed

My County of Residence: Citrus

My Commission Expires: May 9, 2016





**ACKNOWLEDGEMENT  
(Individual)**

STATE OF MICHIGAN }  
COUNTY OF INGHAM } ss:

Before me, a Notary Public in and for said County and State, personally appeared Fred Stinson a married man who acknowledged the execution of the foregoing Amendment to Right-of-Way and Easement Grant, and who, having been duly sworn, stated that any representations therein contained are true.

Jeffrey S. Thomas  
Notary Public - Signature

JEFFREY S. THOMAS  
Notary Public - Printed  
My County of Residence: LIVINGSTON  
My Commission Expires: 7-31-2019




**ACKNOWLEDGEMENT**

**(Individual)**

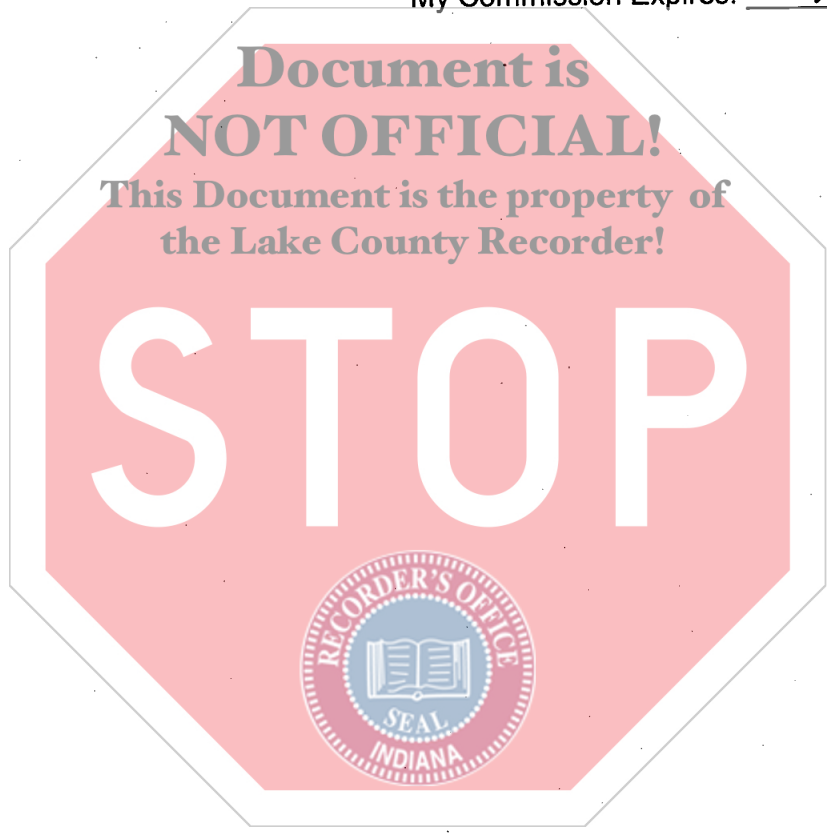
STATE OF FL }  
COUNTY OF Sarasota } SS:

Before me, a Notary Public in and for said County and State, personally appeared Sally J. Barclay ~~Sally J. Barclay~~ <sup>an unmarried woman</sup> who acknowledged the execution of the foregoing Amendment to Right-of-Way and Easement Grant, and who, having been duly sworn, stated that any representations therein contained are true.

*Donna Santangelo*  
Notary Public - Signature

 DONNA SANTANGELO  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE081183  
Expires 4/19/2015

Donna Santangelo  
Notary Public - Printed  
My County of Residence: Manatee  
My Commission Expires: 4-19-15



**ACKNOWLEDGEMENT  
(Individual)**

STATE OF IN }  
COUNTY OF LAKE } ss:

Before me, a Notary Public in and for said County and State, personally appeared Susan J. Morcno a/k/a. SUSAN J. MORENO who acknowledged the execution of the foregoing Amendment to Right-of-Way and Easement Grant, and who, having been duly sworn, stated that any representations therein contained are true.

Katherine Chariton  
Notary Public - Signature  
KATHERINE Chariton  
Notary Public - Printed  
My County of Residence: LAKE  
My Commission Expires: 3/25/15



**Grantee:**

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

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

**ACKNOWLEDGEMENT**

STATE OF MN }  
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 Amendment to Right-of-Way and Easement Grant, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 1<sup>st</sup> day of February, 2014.



[Signature]  
Notary Public - Signature  
Tammy L Hedlund  
Notary Public - Printed  
My County of Residence: Carlton  
My Commission Expires: 1/31/15

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: [Signature]

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

Return Recorded Documents to:  
Enbridge Energy, Limited Partnership  
4628 Mike Colallilo Drive  
Duluth, MN 55807

Exhibit A

6-1-11

29767  
2

LAKE COUNTY  
FILED FOR RECORD

2011 029767

2011 JUN -1 AM 8:33

MAIL TAX BILLS TO:

John R. Bailey  
P.O. Box 888  
Portage, IN 46368

GRANTEE ADDRESS:

John R. Bailey  
P.O.Box 888  
Portage, IN 46368

PARCEL NO.:

45-12-12-100-001.000-046  
45-12-12-326-001.000-046

EXECUTOR'S DEED

THIS INDENTURE WITNESSETH that Robert B. Bailey, not personally, but as Executor of the Estate of Sarah Dorman Bailey, deceased, ("Grantor") by virtue of an order appointing Robert B. Bailey Executor and authorizing unsupervised administration of the Estate entered on June 8, 2007, by the Judge of the Porter County Superior Court, in Estate No. 64D02-0706-EU-5191, for and in consideration of One and 00/100 Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, conveys to JOHN R. BAILEY, WILLIAM S. BAILEY and JAMES T. BAILEY, each as to a one-third (1/3) undivided interest in common, of Porter County, in the State of Indiana, an undivided one-third (1/3) interest in the following described real estate in Lake County, in the State of Indiana:

**This Document is the property of the Lake County Recorder**  
PARCEL 1: The Northwest Quarter of Section 12, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, EXCEPTING therefrom that part taken by the City of Hobart as set forth in Order entered July 18, 2006 in Cause No. 45D11-0510-PL-127 described as follows: Beginning at a point on the North line of said Section, North 89 degrees 43 minutes 17 seconds East (bearings based on the Location Control Route Survey Plat, Project CM-9945, recorded as Document No. 2004-015849) 25.00 feet from the Northwest corner of said Section, which point of beginning is on the prolonged East boundary of Colorado Street; thence North 89 degrees 43 minutes 17 seconds East 747.27 feet along said North line; thence South 0 degrees 09 minutes 19 seconds East 25.36 feet to a point; thence North 89 degrees 52 minutes 06 seconds West 700.18 feet to a point; thence South 48 degrees 47 minutes 05 seconds West 44.18 feet to a point, thence South 8 degrees 29 minutes 07 seconds West 96.03 feet to a point on the East boundary of Colorado Street; thence North 0 degrees 06 minutes 05 seconds East 144.21 feet along the boundary of said Colorado Street and along the prolonged boundary of said Colorado Street to the point of beginning.

AMOUNT \$ 1800  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK # 7039  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM \_\_\_\_\_  
CLERK RM E

DULY ENTERED FOR TAXATION SUBJECT  
FINAL ACCEPTANCE FOR TRANSFER

JUN 01 2011

053080

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

PARCEL 2: The East Half of the Southwest Quarter of Section 12, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, excepting therefrom the right-of-way of the Grand Trunk Western Railway Company, aka the Grand Trunk Railroad, and also excepting therefrom that part lying South of the right-of-way of the Grand Trunk Western Railway Company, aka the Grand Trunk Railroad.

Commonly known as 6197 South Colorado Street, Hobart, IN 46342

Dated this 24th day of May, 2010.

*Robert B. Bailey*  
Robert B. Bailey, Executor of the  
Estate of Sarah Dorman Bailey, Deceased

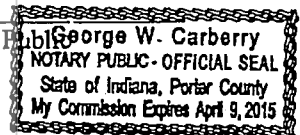
STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAKE )

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Robert B. Bailey, as Executor of the Estate of Sarah Dorman Bailey, deceased, and acknowledged his execution of the foregoing Executor's Deed as his voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 24th day of May, 2010.

My Commission Expires:04/09/2015  
County of Residence: Porter

*George W. Carberry*  
George W. Carberry, Notary Public



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. George W. Carberry

This instrument prepared by and return to: George W. Carberry, Burke Costanza & Carberry LLP, 9191 Broadway, Merrillville, IN 46410





4-28-11

23989

# Exhibit A

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORDS

2011 023929

2011 APR 28 AM 9:42

② 620/01979 CM

MAIL TAX BILLS TO: Ralph S. Stinson/Fred Stinson PARCEL NOS.: 45-12-12-100-001.000-046  
Grantees 45-12-12-326-001.000-046  
GRANTEE'S ADDRESS: P.O. Box 888  
Portage, IN 46368

### CO-TRUSTEES' DEED

This indenture witnesseth that RALPH S. STINSON, of Porter County, Indiana, and FRED STINSON of Ingham County, Michigan, CO-TRUSTEES OF THE MARION ALICE STINSON REVOCABLE TRUST U/T/D 02/21/91

Release and quit-claim to RALPH S. STINSON, of Porter County, Indiana, and FRED STINSON of Ingham County, Michigan,

for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, an undivided one-third (1/3) interest in the following real estate and improvements in Lake County in the State of Indiana, to-wit:

PARCEL 1: The Northwest Quarter of Section 12, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, EXCEPTING therefrom that part taken by the City of Hobart as set forth in Order entered July 18, 2006 in Cause No. 45D11-0510-PL-127 described as follows: Beginning at a point on the North line of said Section, North 89 degrees 43 minutes 17 seconds East (bearings based on the Location Control Route Survey Plat, Project CM-9945, recorded as Document No. 2004-015849) 25.00 feet from the Northwest corner of said Section, which point of beginning is on the prolonged East boundary of Colorado Street; thence North 89 degrees 43 minutes 17 seconds East 747.27 feet along said North line; thence South 0 degrees 09 minutes 19 seconds East 25.36 feet to a point; thence North 89 degrees 52 minutes 06 seconds West 700.18 feet to a point; thence South 48 degrees 47 minutes 05 seconds West 44.18 feet to a point, thence South 8 degrees 29 minutes 07 seconds West 96.03 feet to a point on the East boundary of Colorado Street; thence North 0 degrees 06 minutes 05 seconds East 144.21 feet along the boundary of said Colorado Street and along the prolonged boundary of said Colorado Street to the point of beginning.

PARCEL 2: The East Half of the Southwest Quarter of Section 12, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, excepting therefrom the right-of-way of the Grand Trunk Western Railway Company, aka the Grand Trunk Railroad, and also excepting therefrom that part lying South of the right-of-way of the Grand Trunk Western Railway Company, aka the Grand Trunk Railroad.

AMOUNT \$ 20.00  
CASH \_\_\_\_\_ CHARGE CT  
CHECK # \_\_\_\_\_  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM \_\_\_\_\_  
CLERK LR

DULY ENTERED FOR RECORDS SUBJECT  
FINAL ACCEPTANCE FOR TRANSFER

APR 27 2011

052451

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR






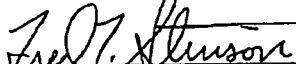
Property Address: 6197 South Colorado Street  
Hobart, IN 46342

Subject to:

1. All easements, covenants, assessments and restrictions now of record.
2. All real estate taxes currently due and payable and all subsequent real estate taxes which become due and payable.

Dated this 31 day of December, 2010.


  
 \_\_\_\_\_  
 Ralph S. Stinson, Co-Trustee of the Marion Alice Stinson Revocable Trust w/t/d 02/21/91

  
 \_\_\_\_\_  
 Fred Stinson, Co-Trustee of the Marion Alice Stinson Revocable Trust w/t/d 02/21/91

SALES DISCLOSURE EXEMPT: GIFT

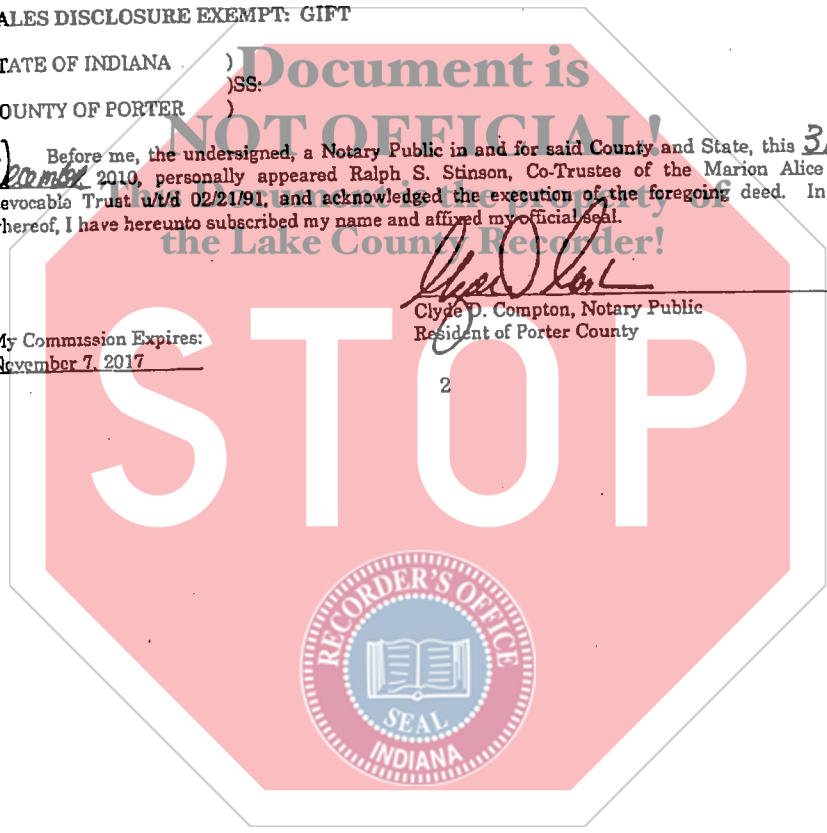
STATE OF INDIANA )  
 )SS:  
 COUNTY OF PORTER )

Before me, the undersigned, a Notary Public in and for said County and State, this 31 day of December 2010, personally appeared Ralph S. Stinson, Co-Trustee of the Marion Alice Stinson Revocable Trust w/t/d 02/21/91, and acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

  
 \_\_\_\_\_  
 Clyde D. Compton, Notary Public  
 Resident of Porter County

My Commission Expires:  
November 7, 2017

2



STATE OF INDIANA )  
 )SS:  
COUNTY OF PORTER )

*James* Before me, the undersigned, a Notary Public in and for said County and State, this 31 day of December, 2010, personally appeared Fred Stinson, Co-Trussee of the Marion Alice Stinson Revocable Trust w/d 02/21/91, and acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

*Clyde D. Compton*  
Clyde D. Compton, Notary Public  
Resident of Porter County

My Commission Expires:  
November 7, 2017

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.

*Clyde D. Compton*  
Clyde D. Compton

This instrument prepared by: Clyde D. Compton  
Attorney at Law  
8700 Broadway  
Merrillville, Indiana 46410

67880-2  
13.537-2



# Exhibit A

4-13-11

52829

2

FILED FOR RECORD

2011 020829

2011 APR 13 AM 9:50

Mail tax bills to: Susan J. Moreno  
Grantees' Address: 13244 East Lake Shore Drive  
Cedar Lake, IN 46303

Parcel Nos. 45-12-12-100-001.000-046  
45-12-12-325-001.000-046

### TRUSTEE'S DEED

This indenture witnesseth that Edna M. Sykes of Sarasota County, Florida, Trustee of the William F. Sykes Family Trust

Releases and quit-claims to Sally J. Barclay of Sarasota County, Florida and Susan J. Moreno, of Lake County in the State of Indiana

for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, an undivided one-third (1/3) interest in the following real estate and improvements in Lake County in the State of Indiana, to-wit:

PARCEL 1: The Northwest Quarter of Section 12, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, EXCEPTING therefrom that part taken by the City of Hobart as set forth in Order entered July 18, 2006 in Cause No. 45D11-0510-PL-127 described as follows: Beginning at a point on the North line of said Section, North 89 degrees 43 minutes 17 seconds East (bearings based on the Location Control Route Survey Plat, Project CM-9945, recorded as Document No. 2004-015849) 25.00 feet from the Northwest corner of said Section, which point of beginning is on the prolonged East boundary of Colorado Street; thence North 89 degrees 43 minutes 17 seconds East 747.27 feet along said North line; thence South 0 degrees 09 minutes 19 seconds East 25.36 feet to a point; thence North 89 degrees 52 minutes 06 seconds West 700.18 feet to a point; thence South 48 degrees 47 minutes 05 seconds West 44.18 feet to a point; thence South 8 degrees 29 minutes 07 seconds West 96.03 feet to a point on the East boundary of Colorado Street; thence North 0 degrees 06 minutes 05 seconds East 144.21 feet along the boundary of said Colorado Street and along the prolonged boundary of said Colorado Street to the point of beginning.

PARCEL 2: The East Half of the Southwest Quarter of Section 12, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, excepting therefrom the right-of-way of the Grand Trunk Western Railway Company, aka the Grand Trunk Railroad, and also excepting therefrom that party lying South of the right-of-way of the Grand Trunk Western Railway Company, aka the Grand Trunk Railroad.

Property Address: 6197 South Colorado Street, Hobart, IN 46342

AMOUNT \$ 19  
CASH \_\_\_\_\_  
CHECK # 6957  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM \_\_\_\_\_  
CLERK AD

RECEIVED FOR TAXATION  
FINAL ACCEPTANCE FOR TRANSFER

APR 13 2011  
PEGGY HULING KATON  
LAKE COUNTY AUDITOR



Subject to:

1. All easements, covenants, assessments and restrictions now of record.
2. All real estate taxes currently due and payable and all subsequent real estate taxes which become due and payable.

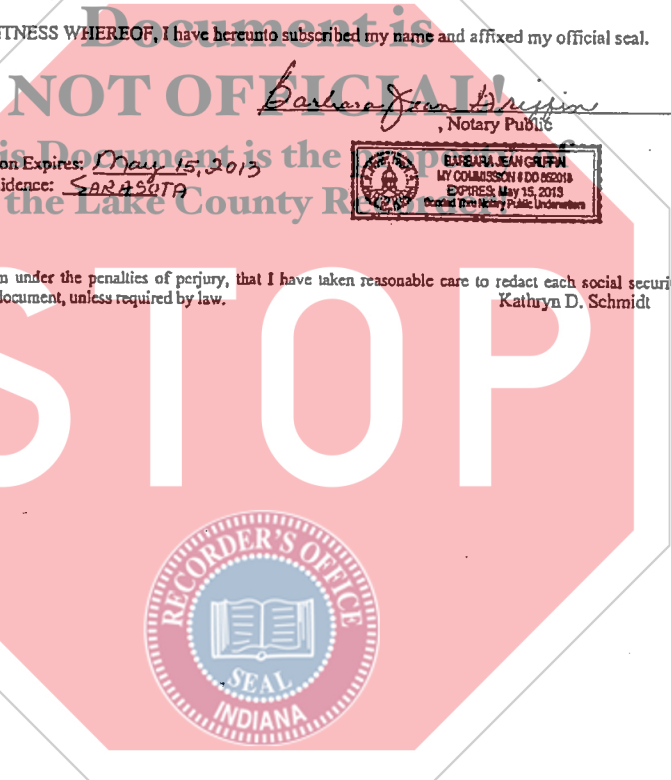
Dated this 13 day of OCTOBER, 2010.

Edna M. Sykes  
 Edna M. Sykes, Trustee of the William F. Sykes  
 Family Trust

STATE OF FLORIDA )  
 ) SS:  
 COUNTY OF SARASOTA )

Before me, the undersigned, a Notary Public in and for said County and State, this 13 day of OCTOBER, 2010, personally appeared Edna M. Sykes, Trustee of the William F. Sykes Family Trust, and acknowledged the execution of the foregoing Trustee's Deed to be her voluntary act and deed for the uses and purposes expressed therein.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.



Barbara Jean Griffin  
 , Notary Public

My Commission Expires: May 15, 2013  
 County of Residence: SARASOTA



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. Kathryn D. Schmidt



**EXHIBIT B**

**DESCRIPTION OF GRANTEE'S RIGHT-OF-WAY AND EASEMENT ACROSS THE LAND DESCRIBED IN EXHIBIT A.**

A/an sixty-two (62) foot wide strip of land lying between parallel lines situated forty-five (45) feet (right) and seventeen (17) feet (left) from the centerline of Grantee's existing 1969 pipeline when looking in a generally Easterly direction as depicted on the drawing attached as Exhibit C.

