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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 067601

2015 OCT 21 AM 10:02

MICHAEL B. BROWN
RECORDER

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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 GRANTS

FILED

Tract No.: N-602-7A

Tax Parcel Number: 45-11-02-331-008.000-006

OCT 01 2015

JOHN E. PETALAS
LAKE COUNTY AUDITOR

THIS AMENDMENT TO RIGHT-OF-WAY AND EASEMENT GRANTS made this 21st day of September, 2015, by and between **Tri-State Holdings LLC**, with an address of 119 N 25th Street, Superior, WI 54880 (hereinafter referred to as "Grantor") and **Enbridge Energy, Limited Partnership**, a Delaware limited partnership, with an office located at 119 North 25th 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 as Parcel I and Parcel II in the deed attached as Exhibit A hereto and incorporated herein (hereinafter referred to collectively as the "Land"); and

WHEREAS, Grantee, as successor in interest to Lakehead Pipe Line Company, Inc., is the owner of a right-of-way and easement grant for pipeline purposes as to Parcel I ("Original Easement #1") as described in an agreement recorded on **September 24, 1968** as Document No. **767170** in the Office of the County Recorder, Lake County, State of Indiana (the "Recorder's Office"); and

WHEREAS, Grantee, as successor in interest to Lakehead Pipe Line Company, Inc., is the owner of a right-of-way and easement grant for pipeline purposes as to Parcel II ("Original Easement #2") as described in an agreement recorded on **February 14, 1969** as Document No. **5192** in the Recorder's Office (Original Easement #1 and Original Easement #2 shall sometimes hereafter be referred to collectively as the "Right-of-Way and Easements"); and

WHEREAS, the Right-of-Way and Easements convey right-of-way and easements on,

Tract No. N-602-7A
Amendment to ROW

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over, through, upon, under and across a portion of the Land as described in the Right of Way and Easements (the "Original Easement Descriptions"); and

WHEREAS, the Grantor and Grantee desire to amend the Right-of-Way and Easements to substitute and replace the Original Easement Descriptions with the description of the new easement area as described in Exhibit B to this Amendment (the "Revised Easement Descriptions").

NOW, THEREFORE, in consideration of the mutual covenants contained herein and contained in the Right-of-Way and Easements, 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 Easements are hereby modified and amended so that the Revised Easement Descriptions attached hereto as Exhibit B shall replace in their entirety the Original Easement Descriptions.
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 (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 Original Easement and the terms of this Amendment, the terms of this Amendment control.
4. This Amendment 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 Amendment as of the above written date.

Grantor:

Tri-State Holdings, LLC

Signature: *[Handwritten Signature]*

Print Name: Micah J. Harris

Its: Authorized Agent

**ACKNOWLEDGEMENT
(Corporation)**

STATE OF Wisconsin

COUNTY OF Douglas

**Document is
NOT OFFICIAL!**

Before me, a Notary Public in and for said County and State, personally appeared Micah J. Harris the duly authorized agent of Tri-State Holdings, LLC, 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 24th day of September, 2015.

CODY M. VANDAMME
Notary Public
State of Wisconsin

[Handwritten Signature]
Notary Public - Signature

Cody M. VanDamme
Notary Public - Printed

My County of Residence: Douglas

My Commission Expires: 7-21-19



Grantee:

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

Signature: *John McKay*
Printed Name: John McKay
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 John McKay, 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 20 day of September, 2015.



KYRA BERKNES
Notary Public
State of Minnesota
My Commission Expires
January 31, 2020

Kyra Berkness
Notary Public - Signature

Kyra Berkness
Notary Public - Printed

My County of Residence: St. Louis

My Commission Expires: 1/31/2020

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: *John McKay*

This instrument prepared by
Michael D. Hardy
Barnes & Thornburg LLP
700 1st Source Bank Center
South Bend, IN 46601

Return Recorded Documents to:
Line 6B Project
Enbridge Energy, Limited Partnership
4628 Mike Colalillo Drive
Duluth, MN 55807

EXHIBIT A

This Exhibit A and the attached Deed is attached to and made part of the Amendment to Right-of-Way and Easement Grant between **Tri-State Holdings, LLC** (Grantor) and **Enbridge Energy, Limited Partnership**; a Delaware limited partnership (Grantee)

[attached to this exhibit is the deed by and between Church Extension Plan, as Grantor and Tri-State Holdings, LLC as Grantee]



N-602-7A

AUDITOR'S RECORD

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORDS
Transfer No. _____
Taxing Unit _____
2013 JUN 14 AM 10:45
Date _____

2013 043891

MICHAEL W. BROWN
RECORDER

MAIL DEED AND
TAX BILLS TO: Tri-State Holdings, LLC
c/o Enbridge Energy, Limited Partnership
4628 Mike Colaiillo Drive
Duluth, MN 55807

TAX KEY NO: 45-11-02-331-008.000-006

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH, that CHURCH EXTENSION PLAN, a validly existing non-profit corporation pursuant to the laws of the State of Oregon, *the Grantor*, CONVEYS AND WARRANTS TO TRI-STATE HOLDINGS, LLC, *the Grantee*, for one dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the real estate in Lake County, Indiana, as described on attached Exhibit A (the "Real Estate").

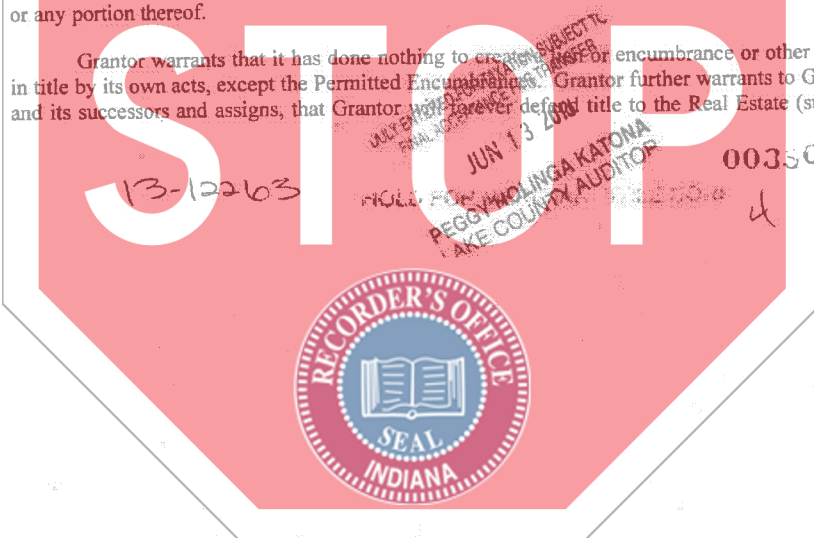
Grantor covenants that the Real Estate is free of any encumbrance made or suffered by Grantor, except the following:

- (a) Real estate taxes and assessments which Grantee assumes and agrees to pay;
- (b) conditions, easements, covenants, highways, agreements, rights-of-way, restrictions, limitations and other matters of record;
- (c) assessments for public improvements payable after the date hereof, which Grantee assumes and agrees to pay; and
- (d) applicable zoning, building, land use and other governmental laws, ordinances, rules, restrictions, commitments and regulations (collectively the "Permitted Encumbrances").

Common Address: Vacant property on E Avenue East, Griffith, Indiana 46319

Grantor hereby assigns, transfers and conveys to Grantee any and all right Grantor may have to sue its predecessors in title to the Real Estate for the breach of the warranties and covenants contained in any prior deeds from such predecessors in title conveying the Real Estate or any portion thereof.

Grantor warrants that it has done nothing to create or encumbrance or other defect in title by its own acts, except the Permitted Encumbrances. Grantor further warrants to Grantee and its successors and assigns, that Grantor will forever defend title to the Real Estate (subject



13-12263

JULY 13 2013
RECORDED
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LAKE COUNTY AUDITOR

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however, to the foregoing Permitted Encumbrances) against the lawful claims of all persons claiming title to or asserting claims affecting title to the Real Estate (or any part thereof by, through or under Grantor, but not otherwise).

Executed this 7th day of MAY, 2013.

CHURCH EXTENSION PLAN



Steven R. Emerson,
Senior Vice President



Marion County)
State of Oregon) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Steven R. Emerson, Senior Vice President of Church Extension Plan, who (1) having been duly sworn under oath represented and certified that he is a duly elected officer of Grantor and has been fully empowered, by proper resolution of the Board of Directors of Grantor to execute and deliver this Deed; that Grantor has full corporate capacity to convey the real estate described herein; and that all necessary corporate action for the execution and delivery of this Deed has been accomplished, and (2) acknowledged the execution of the foregoing Deed for and on behalf of said Grantor on the date of its execution set forth above.

Laverta M Carr Notary Public
Signature

Laverta M Carr
Printed Name



A Resident of Marion County, Oregon

My Commission Expires 5-16-2016

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.

Document is NOT OFFICIAL!

Printed Name

Mail tax bills to:
Tri State Holdings, LLC
c/o Enbridge Energy, Limited Partnership
628 Mike Colantuono Drive
Duluth, MN 55807

This instrument prepared by Michael D. Hardy, Attorney-at-Law,
Barnes & Thornburg LLP
600 1st Source Bank Center, 100 North Michigan Street, South Bend, Indiana 46801

STOP



EXHIBIT A
TO DEED
BETWEEN CHURCH EXTENSION PLAN
AND TRI-STATE HOLDINGS, LLC

LEGAL DESCRIPTION

PARCEL 1: PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: RENSSELAER STREET, GRIFFITH, INDIANA, LYING BETWEEN THE SOUTH LINE OF AVENUE E ON THE NORTH AND THE NORTH LINE OF AVENUE F ON THE SOUTH.

PARCEL 2: PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: INDIANA STREET, GRIFFITH, INDIANA, LYING BETWEEN THE SOUTH LINE OF AVENUE E ON THE NORTH AND THE NORTH LINE OF AVENUE F ON THE SOUTH.



EXHIBIT B

This Exhibit B is attached to and made part of the Amendment to Right-of-Way and Easement Grants between **Tri-State Holdings, LLC** (Grantor) and **Enbridge Energy, Limited Partnership**; a Delaware limited partnership (Grantee).

DESCRIPTION OF GRANTEE'S RIGHT-OF-WAY AND EASEMENT ACROSS THE LAND DESCRIBED IN "EXHIBIT A" ("Revised Easement Description")

Parcel I:

The South 250 feet of the following described parcel of land in Lake County, Indiana:

Part of the South Half of the Northeast Quarter of the Southwest Quarter of Section 2, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows: Rensselaer Street, Griffith, Indiana, lying between the South line of Avenue E on the North and the North Line of Avenue F on the South.

Parcel II:

The South 250 feet of the following described parcel of land in Lake County, Indiana:

Part of the South Half of the Northeast Quarter of the Southwest Quarter of Section 2, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows: Indiana Street, Griffith, Indiana, lying between the South Line of Avenue E on the North and the North Line of Avenue F on the South.

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