

2017 006699

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 JAN 31 AM 8:54

MICHAEL B. BROWN
RECORDER

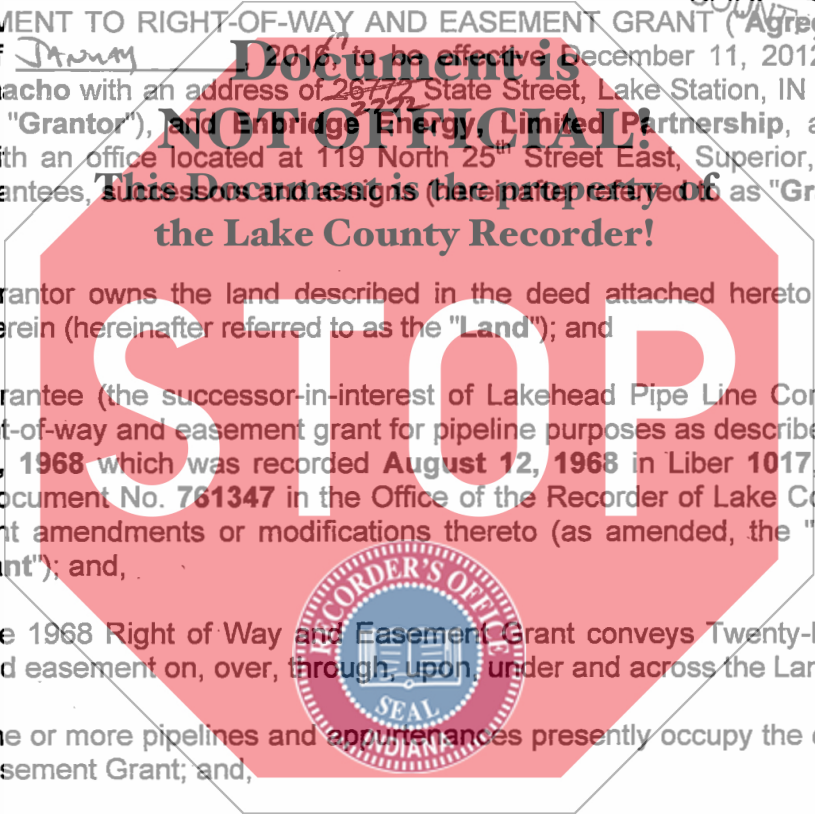
CROSS-REFERENCE: In accordance with Ind. Code § 32-20-25(a), the easement described herein burdens real estate acquired by the Grantor by deed dated December 11, 2012 and recorded on December 17, 2012 in the Office of the Recorder of Lake County, Indiana, as Document No. 2012-088879.

JAN 27

AMENDMENT TO RIGHT-OF-WAY AND EASEMENT GRANT

THIS AMENDMENT TO RIGHT-OF-WAY AND EASEMENT GRANT ("Agreement"), made this 5th day of January, 2016, to be effective December 11, 2012, by and between Martin T. Camacho with an address of 2677 1/2 State Street, Lake Station, IN 46342 (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:

AKW
JM



WHEREAS, Grantor owns the land described in the deed attached hereto as **Exhibit A** 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 dated **July 18, 1968** which was recorded **August 12, 1968** in Liber **1017**, at Page **332** and recorded as Document No. **761347** in the Office of the Recorder of Lake County, Indiana, and any subsequent amendments or modifications thereto (as amended, the "**Right-of-Way and Easement Grant**"); and,

WHEREAS, the 1968 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,

WHEREAS, one or more pipelines and appurtenances presently occupy the existing 1968 Right of Way and Easement Grant; and,

WHEREAS, Grantor and Grantee desire to amend the 1968 Right of Way and Easement Grant to expand the existing right-of-way and easement area 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, 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.

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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:

2041043537, 2041039599
2041043537, 1900
AM E

1. The 1968 Right of Way and Easement Grant is hereby amended so that the existing Twenty-Five (25) foot wide right-of-way and easement upon the Land is hereby expanded to a Sixty-Two (62) foot wide right-of-way and easement as more particularly described in the attached Exhibit B.
2. The 1968 Right of Way and Easement Grant, except as modified herein, shall remain in full force and effect and shall apply in all respects to the Grantor's Land and Right of Way
3. The recitals set forth above are incorporated into this Amendment by this reference.
4. This Amendment shall be binding upon and inure to the benefit of Grantor, and Grantor's heirs, legal representatives, and assigns, and Grantee, and Grantee's successors and assigns.

5. The easements and rights granted in the 1968 Right of Way and Easement Grant as modified herein shall run with the title to Grantor's Land.

6. 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.

7. 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.

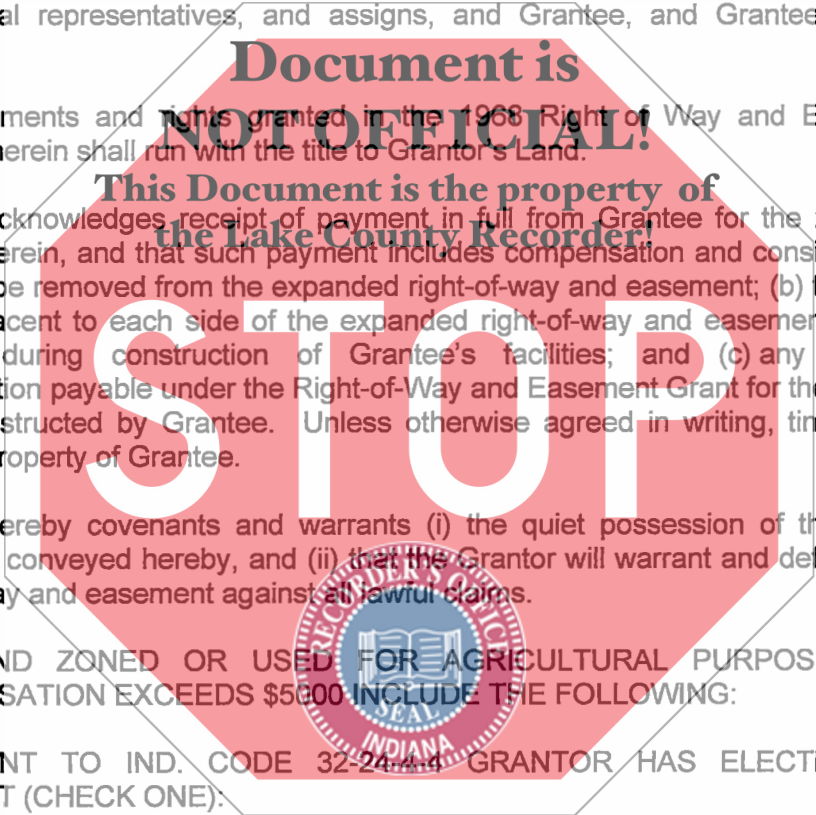
8. FOR LAND ZONED OR USED FOR AGRICULTURAL PURPOSES WHERE THE COMPENSATION EXCEEDS \$5000 INCLUDE THE FOLLOWING:

PURSUANT TO IND. CODE 32-24-4-4 GRANTOR HAS ELECTED TO: ACCEPT PAYMENT (CHECK ONE).

IN A SINGLE LUMP SUM OR

IN ANNUAL PAYMENTS OF \$_____ FOR A PERIOD OF _____ YEARS [NOTE-CANNOT EXCEED TWENTY (20) YEARS] WITH INTEREST. IN THE EVENT THE GRANTOR HAS ELECTED ANNUAL PAYMENTS AND TRANSFERS THE PROPERTY BURDENED BY THIS AGREEMENT, GRANTOR SHALL PROVIDE GRANTEE NOTARIZED WRITTEN NOTICE OF THE SALE, TOGETHER WITH A COPY OF THE DEED SPECIFYING THE NAME AND ADDRESS OF THE GRANTOR'S SUCCESSOR IN INTEREST. THE TERMS AND RECIPIENT OF THE ANNUAL PAYMENT SHALL BE GOVERNED BY (AND MADE IN ACCORDANCE WITH) IND. CODE 32-24-4-4.

THIS SECTION NOT APPLICABLE BECAUSE LAND NOT ZONED OR USED FOR AGRICULTURAL PURPOSES OR COMPENSATION LESS THAN \$5,000.



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

GRANTOR:

Martin T. Camacho

Martin T. Camacho

**Document is
NOT OFFICIAL!**

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

ACKNOWLEDGMENT

STATE OF INDIANA)

COUNTY OF Lake)

SS:

Before me, a Notary Public, in and for said County and State, personally **Martin T. Camacho**, who having been duly sworn upon his oath, acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal this 5th day of January, 2016⁷.



Erica R. Canchola

Notary Public - Signature

Erica R. Canchola

Notary Public - Printed

My County of Residence: Lake

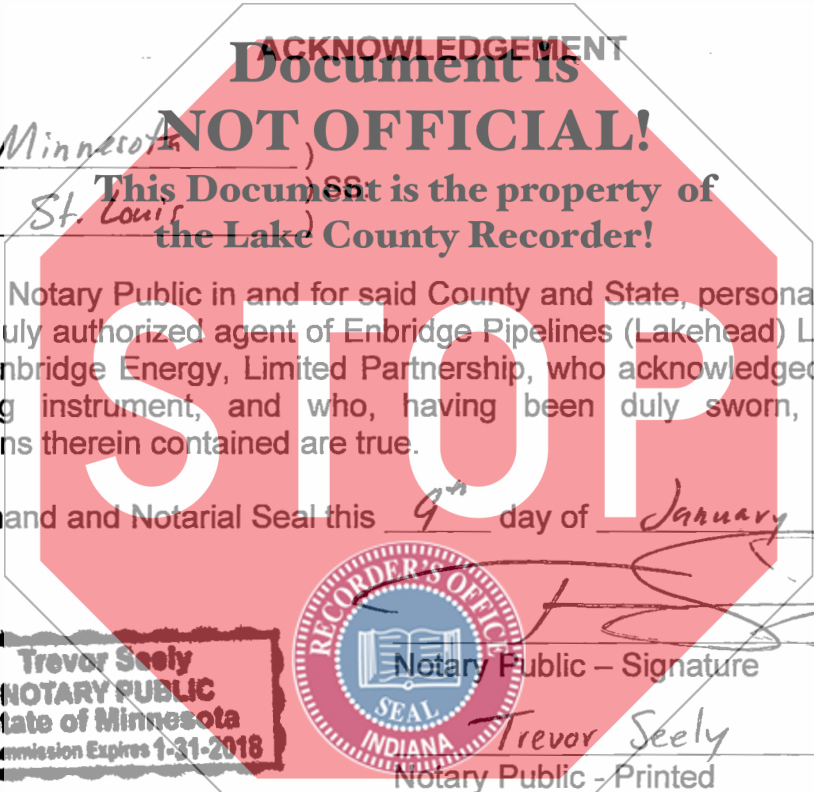
My Commission Expires: 12-10-21



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**



STATE OF Minnesota)
COUNTY OF St. Louis)
**This Document is the property of
the Lake County Recorder!**

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 9th day of January, 2018 ^{TS}



Trevor Seely
Notary Public - Signature
Trevor Seely
Notary Public - Printed
My County of Residence: Douglas
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. Michael D. Hardy

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
Enbridge Energy, Limited Partnership
26 East Superior Street, Suite 309
Duluth, MN 55802