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Edward M. Moody
Cook County Recorder of Deeds
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Recording Cover Page
Fidelity National Title
Amendment to Right of Way and Easement
Grant
OC19008046

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UNOFFICIAL COPY**AMENDMENT TO
RIGHT OF WAY AND EASEMENT GRANT**Prepared by:

Enbridge Energy, Limited Partnership
Land Services
26 E. Superior St., Suite 309
Duluth, MN 55802

Return Recorded Document to:

Enbridge Energy, Limited Liability Partnership
Land Services
26 E. Superior St., Suite 309
Duluth, MN 55802

Tract No.: I-525-3 & I-525-3B

PIN: 32-25-200-003-0000 & 32-25-100-003-0000

THIS AMENDMENT TO RIGHT OF WAY AND EASEMENT GRANT ("Amendment") is made this 28th day of MAY 2019, by and between **SAUK VILLAGE**, an Illinois municipal corporation ("Grantor"), whether one or more, and **ENBRIDGE ENERGY, LIMITED PARTNERSHIP**, a Delaware limited partnership, with an office located at 26 E. Superior St., Suite 309 Duluth, MN 55802, its grantees, successors and assigns ("Grantee"). Witnesseth as follows:

WHEREAS, Grantee (formerly known as Lakehead Pipe Line Company, Inc.) is the owner of a perpetual Right of Way and Easement Grant ("Easement Grant") for pipeline purposes as described in an agreement dated January 13, 1968 and recorded in the Office of the Cook County Recorder on February 9, 1968 in Doc. No.: 20401102 and in an agreement dated November 13, 1973 and recorded in the Office of the Cook County Recorder on January 22, 1974 in Doc. No.: 22602069; and

WHEREAS, Grantor now owns land subject to said Easement Grant, being described as follows (the "Land"):

Parcel 1

That part of the Northwest Quarter and the West 30 feet of the Northeast Quarter of Section 25, Township 35 North, Range 14 East, of the Third Principal Meridian, Cook County, Illinois, described as follows:

Commencing at a point being the intersection of the South right-of-way line of the Elgin, Joliet and Eastern Railroad Company and the East right-of-way line of the Calumet Expressway, also known as Stony Island Avenue, said East right-of-way line being 220 feet East of and parallel with the West line of said Section 25; Thence Eastward along the said South right-of-way line of the Elgin, Joliet and Eastern Railroad Company, North 89 degrees, 59 minutes 30 seconds East, a distance of 1210.46 feet to the point of Beginning; Thence South 00 degrees, 36 minutes 59 seconds East, a distance of 320.82 feet to the Northwest corner of Lot 19 in Block 16 of Southdale Subdivision, Unit II, according to the plat thereof recorded September 29, 1958 as Document Number 17331660; Thence Eastward along the North line of said Lot 19 in Block

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16, North 89 degrees, 23 minutes 01 seconds East, a distance of 1050.00 feet; Thence South 00 degrees, 36 minutes 59 seconds, East, a distance of 526.81 feet; Thence South 83 degrees, 57 minutes 18 seconds East, a distance of 81.45 feet; Thence South 88 degrees, 43 minutes 35 seconds East, a distance of 102.13 feet to a point on the West line of the Northeast Quarter of said Section 25; Thence North 89 degrees, 06 minutes 09 seconds East, a distance of 30.00 feet to a point on a line being 30 feet East of and parallel with the West line of the Northeast Quarter of said Section 25; Thence Northward along the said parallel line North 00 degrees, 36 minutes 59 seconds West, a distance of 846.90 feet to the said South right-of-way line of the Elgin, Joliet and Eastern Railroad Company; Thence Westward along the said South right-of-way line, South 89 degrees, 59 minutes 30 seconds, West, a distance of 1263.05 feet to the point of Beginning.

Property Identification Number: 32-25-100-003-0000

Parcel 2

That part of the West Half of the Northeast Quarter of Section 25, Township 35 North, Range 14 East of the Third Principal Meridian, Cook County, Illinois, described as follows:

Beginning at the Northwest corner of Lot 18 in Block 15 of Southdale Subdivision Unit II, according to the plat thereof recorded September 29, 1958 as Document Number 17331660; Thence Northward along a line being 30 feet east of and Parallel with the West line of the Northeast Quarter of said Section 25, 00 degrees, 36 minutes 59 seconds West, a distance of 846.90 feet to a point on the South right-of-way line of the Elgin, Joliet and Eastern Railroad Company; Thence Eastward along the said South right-of-way Way line 89 degrees, 59 minutes 30 seconds East, a distance of 1301.53 feet to a point on the East line of the West Half of the Northeast Quarter of said Section 25; Thence Southward along the said East line 00 degrees, 37 minutes 28 seconds East, a distance of 826.70 feet to the Northeast corner of Lot 1 in Block 14 in the said Southdale Subdivision Unit II; Thence Westward along the North line of the said Southdale Subdivision Unit II, being the North line of the South 1591.78 feet of the said West Half of the Northeast Quarter of said Section 25, 89 degrees, 06 minutes 09 seconds West, a distance of 1301.59 feet to the point of Beginning;

EXCEPTING THEREFROM, the East 11.97 acres thereof.

Property Identification Number: 32-25-200-003-0000;

and

WHEREAS, Grantee desires to amend said Easement Grant so that the right of way shall be hereafter definitely and specifically described as a strip of land sixty (60) feet in width on the Land.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and contained in said original Easement Grant, and in further consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee agree as follows:

1. Said Easement Grant is hereby amended so that the right of way shall hereinafter be described as a strip of land on, over and through the land described below.

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A sixty (60) foot permanent easement lying over, under and across that part of the Land lying between parallel lines situated twenty (20) feet to the left and forty (40) feet to the right from the centerline of Grantee's existing 34" diameter pipeline, when looking in a generally Easterly direction.

The sidelines of said permanent easement are to be lengthened or shortened to terminate on the boundary lines of the Land.

2. Grantor agrees that no obstructions, buildings, engineering works or other structures, whether temporary or permanent, natural or man-made, of a nature such as to interfere with the rights granted shall be built, created or constructed on said sixty-foot wide strip and that the grade of said sixty-foot wide strip shall not be altered without the express prior written consent of the Grantee. Grantor reserves the right to locate passive park improvements within said sixty-foot wide strip to include foot pathways and fencing, subject to Grantee's consent. Grantor shall submit a request for consent to Grantee no fewer than thirty days in advance of the contemplated installation of such improvements.
3. The Easement Grant, except as modified herein, shall remain in full force and effect.
4. This Amendment shall be binding upon the parties hereto and their heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Amendment to be effective as of the date first set forth above.

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GRANTOR:

SAUK VILLAGE

By: *[Signature]*
 Printed: Derrick Burger
 Title: Mayor

ACKNOWLEDGMENT

STATE OF Illinois)
 COUNTY OF Cook) ss

The foregoing instrument was acknowledged before me this 31st day of May 2019,
 by Derrick, the Mayor of Sauk Village, on behalf Sauk Village.

[Signature]
 Notary Public, State of
 Print Name: Cynthia Hardy
 My Commission Expires: 05/01/22
 Commission No.: _____



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GRANTEE:

ENBRIDGE ENERGY, LIMITED PARTNERSHIP
BY: ENBRIDGE PIPELINES (LAKEHEAD) L.L.C.
ITS MANAGING GENERAL PARTNER

By: *[Signature]*

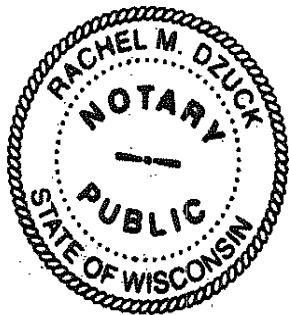
Printed: Micah J. Harris

Title: Authorized Agent

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 28th day of May 2019, by Micah J. Harris, a duly Authorized Agent of Enbridge Energy, Limited Partnership, by Enbridge Pipelines (Lakehead) L.L.C., its Managing General Partner.



Rachel M. Dzuck
Notary Public, State of Wisconsin

Printed Name: Rachel M. Dzuck

My Commission Expires: 6/26/2022

Commission No.: _____