

6  
STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2000 019014

2000 MAR 21 AM 10:29

MORRIS W. CARTER  
RECORDER

Tract No.: IN-LA-018,020

**SUPPLEMENTAL PIPELINE RIGHT-OF-WAY AGREEMENT**

THIS SUPPLEMENTAL AGREEMENT, made this 10<sup>th</sup> day of Dec., 1999, between JOHN A. DEKOCK and TEENIE DEKOCK, hereinafter referred to as "Grantor" (whether one or more), and Williams Communications, Inc., a Delaware Corporation with its principal place of business in Tulsa, Oklahoma as "Grantee".

Whereas, by Easement Contract dated the 20<sup>th</sup> day of June, 1941, and recorded in Lake County, State of Indiana, (together with any Supplements, Amendments or Modifications as may have been later granted, all being collectively referred to as the "Original Grant") Grantor (or Grantor's predecessors in interest) has granted and conveyed to Grantee (or Grantee's predecessor in interest) a Right-of-Way and perpetual easement for a pipeline(s) across Grantor's property situated in Lake County, State of Indiana, more particularly described on the attached EXHIBIT "A"; and, Exhibit "B"  
*W. J. D.*

WHEREAS, Grantee requests and Grantor consents (as to the said lands or such portions thereof as Grantor may presently own) to modify, amend, and supplement said Original Grant in the manner set forth below.

NOW, THEREFORE, in the consideration of the sum of Sixteen & 50/100 Dollars (\$16<sup>50</sup>) per rod and other good and valuable consideration, the receipt whereof acknowledged, it is agreed by and between parties hereto that the Original Grant be further modified and amended as follows:

1. In addition to the rights granted to Grantee for pipeline purposes under the Original Grant, Grantor hereby grants to Grantee a perpetual easement over the Williams Right-of-Way to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove underground communication systems, together with necessary underground conduits, cables, wires, splicing boxes, and any other necessary appurtenances within the Williams Right-of-Way.

**FILED**

MAR 20 2000

PETER BENJAMIN  
LAKE COUNTY AUDITOR

01313

20 -  
am  
15.73

2. During Grantee's installation of the underground facilities and as may be required thereafter, Grantee shall have the right to use such temporary work space parallel to and adjacent to the existing permanent easement as may be reasonably necessary.

EXCEPT AS herein amended, the Original Grant and any previously granted Supplement, Modification, or Amendment is hereby incorporated by reference hereto, ratified, and confirmed in all respects and the terms and conditions thereof shall apply to the communications systems provided for herein.

TO HAVE AND TO HOLD such rights, estates, and privileges unto Grantee, its successors and assigns. The terms, conditions and provisions of this contract shall be legally binding and extend upon heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto. The easement and rights herein granted may be leased or assigned in whole or in part. GRANTOR represents that the above-described premise is rented to N/A  
N/A, whose tenancy expires N/A.

IN WITNESS WHEREOF, the parties have executed this document the day and year first above written.

WITNESS

[Signature]

GRANTOR(S)

[Signature]  
John A. DeKock

[Signature]  
Treenie DeKock

1608 So. Halleck Treenie DeKock  
DeMotte, IN, 46310

GRANTEE

[Signature]  
Dwayne A. Moseley  
Attorney-In-Fact  
Williams Communications, Inc.  
d/b/a Vyvx, Inc.

Cross-reference: Recorded plat or last deed of record:  
Book: 1367 Page: 190  
Document No.: 740830/001724/132178  
This instrument was prepared by: Charles T. Plake, Esq.  
One Williams Center, Suite 4100, Tulsa, OK 74172

**EXHIBIT "A"**

All that part of the North Half of Section 2, Township 32 North, Range 8 West of the 2nd Principal Meridian lying West of the East line of the Right of way of Interstate Highway I-65.



**Exhibit "B"**

To be added to and made a part of IN-LA-018 and 020

Grantee will compensate Grantor for damage to crops and any other property belonging to Grantor in the event that construction should cause such damage outside of Grantee's thirty foot (30') Right-of-Way.



INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA )  
 )  
COUNTY OF LAKE ) ss

On this 10<sup>th</sup> day of December, 1999, personally appeared before me  
Day Month Year

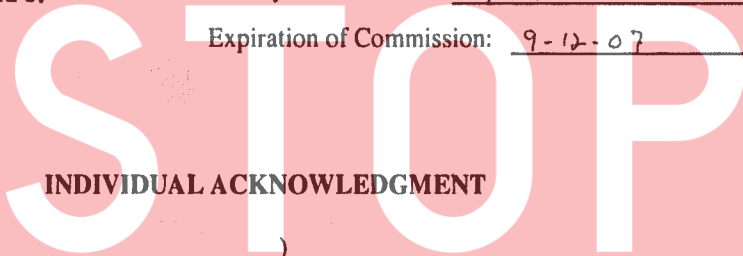
JOHN A. DEKOCK personally known to me or who has produced D.L.  
(name of person acknowledging) (type of identification)

as identification who acknowledged that he executed the foregoing instrument and that the same  
(he/she)  
is his free act and deed.  
(his/her)



EDWIN PETERSON  
Res. of Marion County  
Comm. Exp. 9-12-07

Edwin Peterson  
Notary Public  
Name: Edwin PETERSON  
County of Residence: MARION  
Expiration of Commission: 9-12-07



INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA )  
 )  
COUNTY OF LAKE ) ss

On this 10<sup>th</sup> day of December, 1999, personally appeared before me  
Day Month Year

TEENIE DEKOCK personally known to me or who has produced D.L.  
(name of person acknowledging) (type of identification)

as identification who acknowledged that she executed the foregoing instrument and that the same  
(he/she)  
is her free act and deed.  
(his/her)



EDWIN PETERSON  
Res. of Marion County  
Comm. Exp. 9-12-07

Edwin Peterson  
Notary Public  
Name: Edwin PETERSON  
County of Residence: MARION  
Expiration of Commission: 9-12-07

INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA )  
 )  
COUNTY OF Marion ) SS

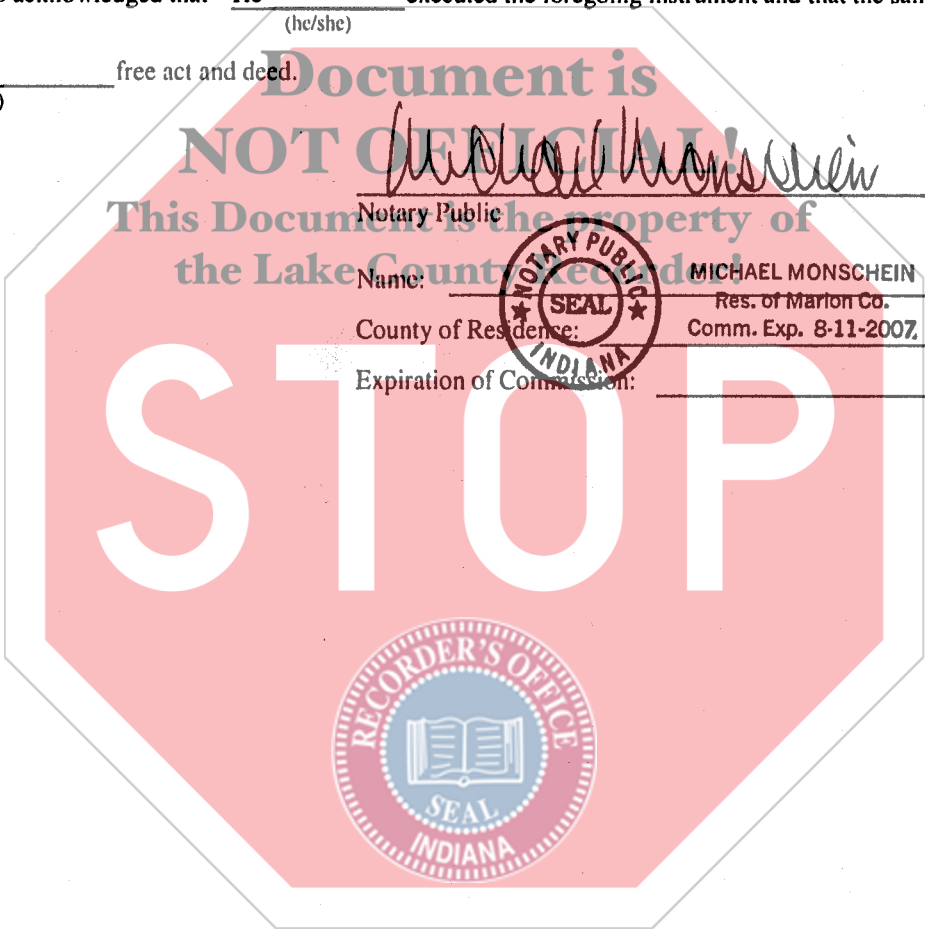
On this 11th day of Feb., 2000, personally appeared before me  
Day Month Year

Dwayne A. Moseley,  
Attorney-In-Fact personally known to me or who has produced \_\_\_\_\_  
(name of person acknowledging) (type of identification)

as identification who acknowledged that He \_\_\_\_\_ executed the foregoing instrument and that the same  
(he/she)

is his \_\_\_\_\_ free act and deed.  
(his/her)

Document is NOT OFFICIAL!  
This Document is the property of the Lake County Recorder's Office  
Notary Public  
Name: Michael Monschein  
MICHAEL MONSCHIEIN  
Res. of Marion Co.  
County of Residence: \_\_\_\_\_  
Comm. Exp. 8-11-2007  
Expiration of Commission: \_\_\_\_\_



This Instrument prepared by and should be returned after recording to:

Williams Communications, Inc.  
6450 English Ave.  
Indianapolis, IN 46219