

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2000 019023

2000 MAR 21 AM 10:30

MORRIS W. CARTER  
RECORDER

Tract No.: IN-LA-046

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

THIS SUPPLEMENTAL AGREEMENT, made this 23rd day of November, 1999, between Alan D. Kaiser and Janet L. Kaiser, 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 27th day of February, 1994, 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" Depth Installation AK JK

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  $\frac{50}{100}$  Dollars (\$16.50/100) 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:

- 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

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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 NO TENANT, whose tenancy expires N/A.

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

WITNESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GRANTOR(S)

Alan D. Kaiser  
Alan D. Kaiser  
Janet L. Kaiser  
Janet L. Kaiser

GRANTEE

Dwayne A. Moseley

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

Cross-reference: Recorded plat or last deed of record:

Book: Page:

Document No.: 665331, 626109

This instrument was prepared by: Charles T. Plake, Esq.

One Williams Center, Suite 4100, Tulsa, OK 74172

**EXHIBIT "A"**

South half of the Southeast Quarter and the South 13.33 1/3 acres of the Northeast Quarter of the Southeast Quarter of Section 16, Township 33 North, Range 8 West of the 2nd Principal Meridian, Lake County, Indiana.

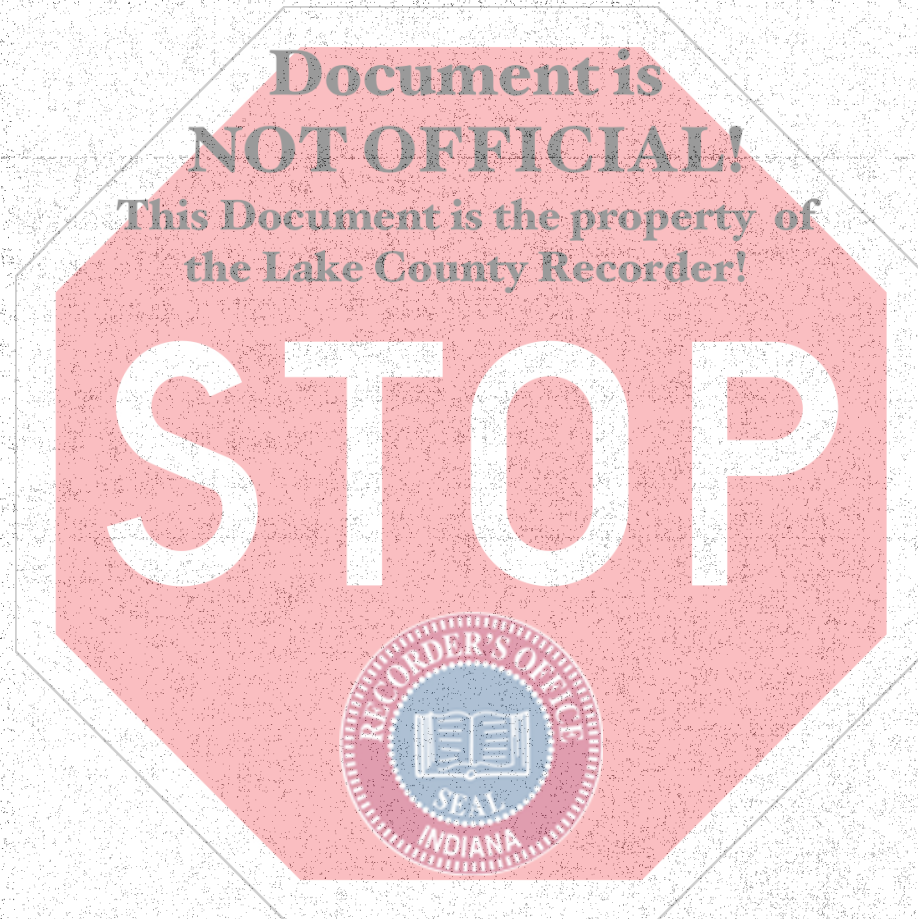


EXHIBIT "B"

Depth Installation

Document is  
NOT OFFICIAL!  
The Document is hereby  
The Lake County Recorder.  
All installations except line markers will be underground. The facilities will be buried to a depth of not less than 50 inches measured from the top of the facilities to the average level of the original ground on each side thereof.

[optional addition]

... and will be so installed and graded as to pass under all existing irrigation and drainage ditches, canals, and drainage systems and in such a manner as not to interfere with or affect said existing irrigation and drainage ditches, canals, and drainage systems.

*JAK* *AKK*



INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA )  
 )  
COUNTY OF LAKE ) SS

On this 23<sup>rd</sup> day of November, 1999, personally appeared before me  
Day Month Year

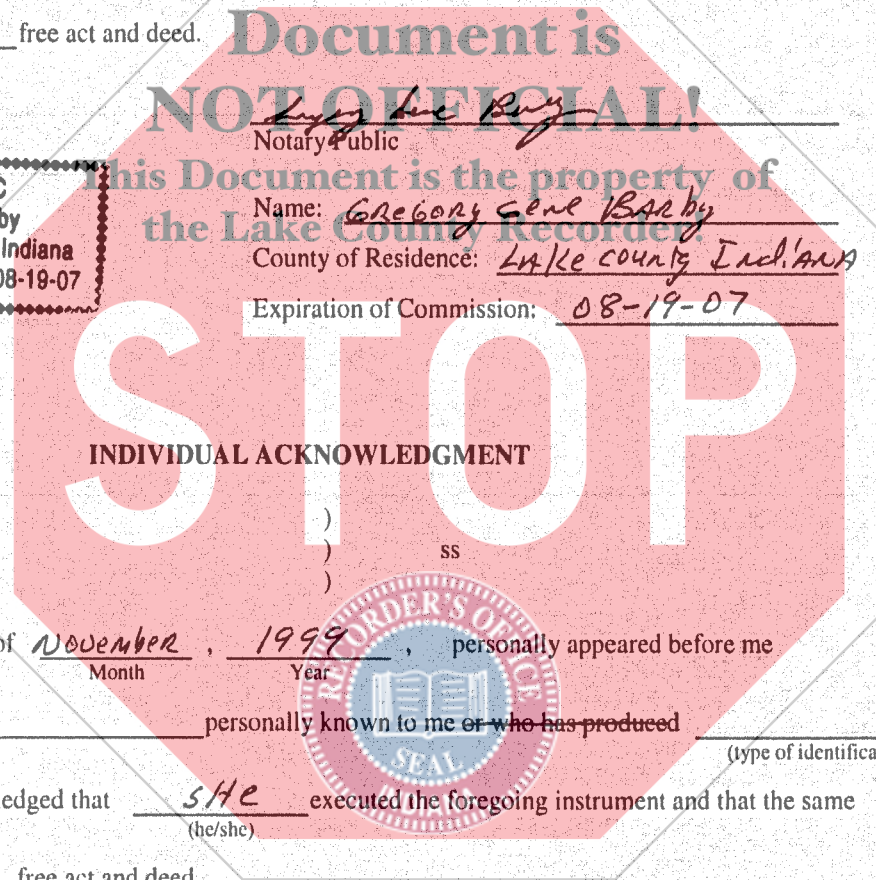
Alan D. Kaiser personally known to me or ~~who has produced~~ \_\_\_\_\_  
(name of person acknowledging) (type of identification)

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

is His free act and deed.  
(his/her)

NOTARY PUBLIC  
Gregory Gene Barby  
County of Lake, State of Indiana  
My Commission Expires 08-19-07

Gregory Gene Barby  
Notary Public  
Name: Gregory Gene Barby  
County of Residence: LAKE COUNTY INDIANA  
Expiration of Commission: 08-19-07



INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA )  
 )  
COUNTY OF LAKE ) SS

On this 23<sup>rd</sup> day of November, 1999, personally appeared before me  
Day Month Year

Janet L. Kaiser personally known to me or ~~who has produced~~ \_\_\_\_\_  
(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)

NOTARY PUBLIC  
Gregory Gene Barby  
County of Lake, State of Indiana  
My Commission Expires 08-19-07

Gregory Gene Barby  
Notary Public  
Name: Gregory Gene Barby  
County of Residence: LAKE COUNTY INDIANA  
Expiration of Commission: 08-19-07

INDIVIDUAL ACKNOWLEDGMENT

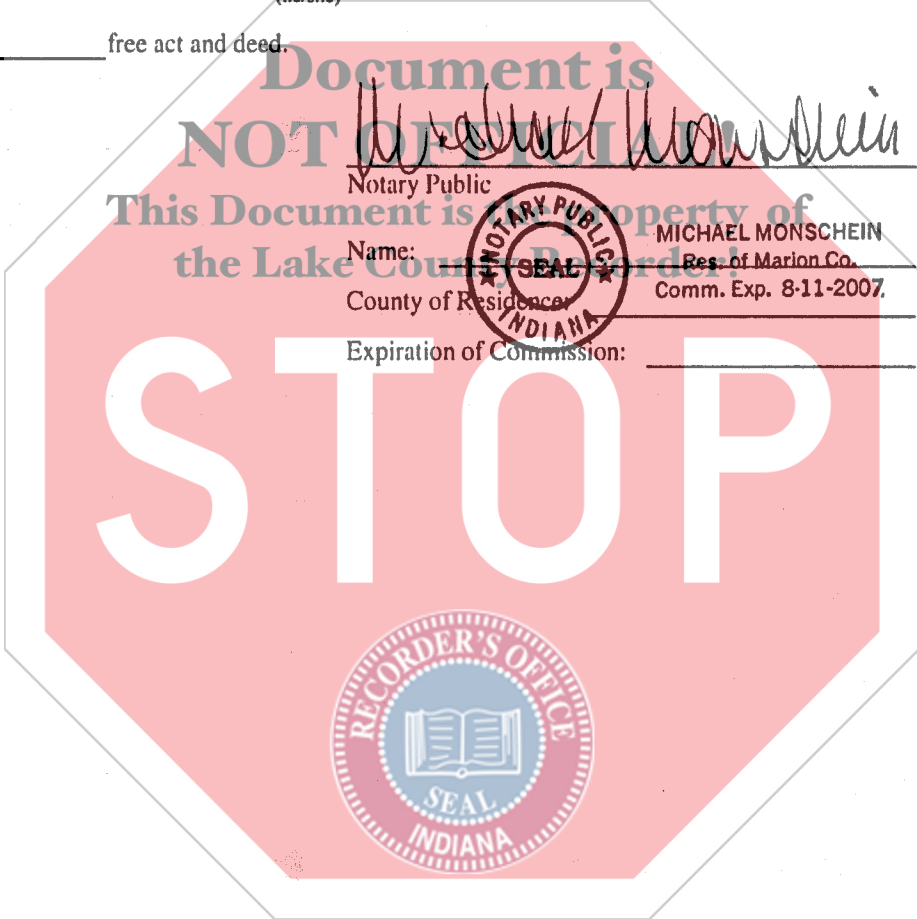
STATE OF INDIANA )  
 )  
COUNTY OF Marion ) ss

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)



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

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