STATE OF INDIANA LAKE COUNTY FILED FOR DECORD

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MORRIS M. CASTER

Tract No.: IN-LA-055

## SUPPLEMENTAL PIPELINE RIGHT-OF-WAY AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, made this 33 day of November, 1999, between HELEN E. KRANENBURG, 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 19 day of Huntstone, 194/, 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, 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 (\$ 10 c1 ) 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.

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PETER BENJAMIN LAKE COUNTY AUDITOR 1573

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 herein granted may be leased or assigned in whole or in part. GRANTOR represents that the above-described premise is rented to whose tenancy expires

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

GRANTOR(S)

GRANTOR(S)

Dwayne A Mossley

Attorney-In-Fact

d/b/a Vyvx, Inc.

Williams Communications, Inc.

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

Book: Page:

Document No.: 20296

This instrument was prepared by: Charles T. Plake, Esq. One Williams Center, Suite 4100, Tulsa, OK 74172

Tract No.: IN-LA-055

## EXHIBIT "A"

The South Half of the Northeast Quarter of the Southwest Quarter all in Section 9, Township 33 North, Range 8 West of the 2nd Principal Meridian.

EXCEPT: the East 816.50 feet.

AND ALSO EXCEPT: the West 125.00 feet of the South 375.00 feet of the East 941.50 feet thereof, in Lake County, Indiana.



## INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA	
COUNTY OF LAKE	) ss )
On this $\frac{\partial}{\partial ay}$ day of $\int_{\Delta}$	Dember, 1999, personally appeared before me
HELEN E. KRANENBURG	personally known to me or who has produced
(name of person acknowledging)	(type of identification)
as identification who acknowledged th	atexecuted the foregoing instrument and that the same
	and deed. Document is
JANICE K. NAILE Res. of Marion Count Comm. Exp., 10-31-20	
	Expiration of Commission: //2 - 3/-01
	INDIVIDUAL ACKNOWLEDGMENT
STATE OF INDIANA	
COUNTY OF LAKE	) ss ) weeks
On this day of	Month Year personally known to me or who has produced
(name of person acknowledging)	(type of identification)
as identification who acknowledged th	executed the foregoing instrument and that the same
isfree acc	and deed.
	Notary Public
	Name:
	County of Residence:
	Expiration of Commission:

## INDIVIDUAL ACKNOWLEDGMENT STATE OF INDIANA COUNTY OF Marion On this 11th day of Feb personally appeared before me Dwayne A. Moseley, Attorney-In-Fact personally known to me or who has produced (name of person acknowledging) as identification who acknowledged that He executed the foregoing instrument and that the same is his free act and deed (his/her) Notary Public the Lake Name Expiration of CHAN

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

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