STATE OF INDIANA

SILED AKE COUNTY

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PETER BENJAMIN

Tract No. IN-LA-059

SUPPLEMENTAL PIPELINE RIGHT-OF-WAY AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, made this 12¹⁴ day of February, 2000, between Stojan Marinceski and Tanaska Marinceski, a/k/a Tanask Marinceski, 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, 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 Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof acknowledged, it is agreed by and between parties hereto that the Original Grant be farther modified and amended as follows:

- 1. In addition to the rights granted to Grantee for pipelines within the Original Grant, Grantor hereby grants to Grantee a right of way within the Original Grant 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 Original Grant.
- 2. During Grantee's installation of the aforesaid underground facilities and as may be required thereafter, Grantee shall have the right to temporarily use such temporary work space parallel to and adjacent to the existing Original Grant as may be reasonably necessary for such installation.

CINNABA Sewice Co. 6450 English Am Indianapolis. In .46215

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- 3. Grantee agrees to pay any damages caused by Grantee's operations hereunder to Grantor's property described at Exhibit "A", and to the improvements, crops, posturage, fences and livestocks of Grantors on Grantor's property described at Exhibit "A".
- 4. All Grantee's installed equipment shall be at all times, a minimum of forty-eight inches (48") below the surface of the Grantor's property at the site of such installation.

EXCEPT AS herein amended, the Original Grant 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.

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

WITNESS

GRANTOR(S)

Stoin Marinoski

Stojan Marinceski

Tanaska Marinceski a/k/a Tanask Marinceski

GRANTEE Williams Communications, Inc.

By:

Dwayne A. Moseley Attorney-In-Fact, Inst. #2000-0035721 Williams Communications, Inc. d/b/a Vyvx, Inc.

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

Book: Page: Page: Document No.: 94-13539

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

Tract No.: IN-LA-059

EXHIBIT "A"

Southwest Quarter of the Northwest Quarter of Section 9, Township 33 North, Range 8 West of the 2nd P. M., Lake County, Indiana, excepting therefrom the South half of the South half of the Southwest Quarter of the Northwest Quarter.



INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA)) SS
COUNTY OF LAKE) 55
On this 12 day of Fch, 200 a Day Month Year	_, personally appeared before me
Stojan Marinceski personally known to	me or who has produced
as identification who acknowledged that (he/she)	executed the foregoing instrument and that
the same is	FICIAL!
INDIVIDUAL ACKNO	Expiration of Commission: 1/10/08
STATE OF INDIANA	SS
COUNTY OF LAKE	
On this Day day of Feb, Jos 1	, personally appeared before me
<u>Tanaska Marinceski</u> pers <mark>onally known to i</mark>	me or who has produced (type of identification)
as identification who acknowledged that the shell	executed the foregoing instrument and that
the same is her free act and deed.	1) and Charle
DON CLARK Res. of Marion Co. Comm. Exp. 1-10-08	Notary Public Name: 1 20 Class County of Residence: MARIO Expiration of Commission: 1/0/08

INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA)) ss	
COUNTY OF Mari	on)	
On this 15th	day of <u>murch</u> , 200	OO personall	y appeared before me
Dwayne A. Moseley,			
Attorney-In-Fact (name of person acknowledge	personally known to me or	wno nas produced	(type of identification)
as identification who acl	knowledged that He	executed the foregoing	instrument and that the same
is his	free act and deed.	ment is	
(his/her)	NOTO	FFICIAL	have
	This Document	Conce Joint Public	moss run
	the Lake Co		connie J. Monschein
		county of provide ion:	Res. of Marion County Comm. Exp. 2-20-2008
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This Instrument prepared by and should be returned after recording to:

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