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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000 019015

2000 MAR 21 AM 10: 29

MORRIS W. CARTER
RECORDED

Tract No.: IN-LA-027

SUPPLEMENTAL PIPELINE RIGHT-OF-WAY AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, made this 10th day of December, 1999, between Hersilia Hooley, Trustee under Trust Agreement dated December 24, 1987, 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 26th day of FEBRUARY, 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,

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 and no/100 Dollars (\$ 10.00) ~~paid~~ 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.

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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.

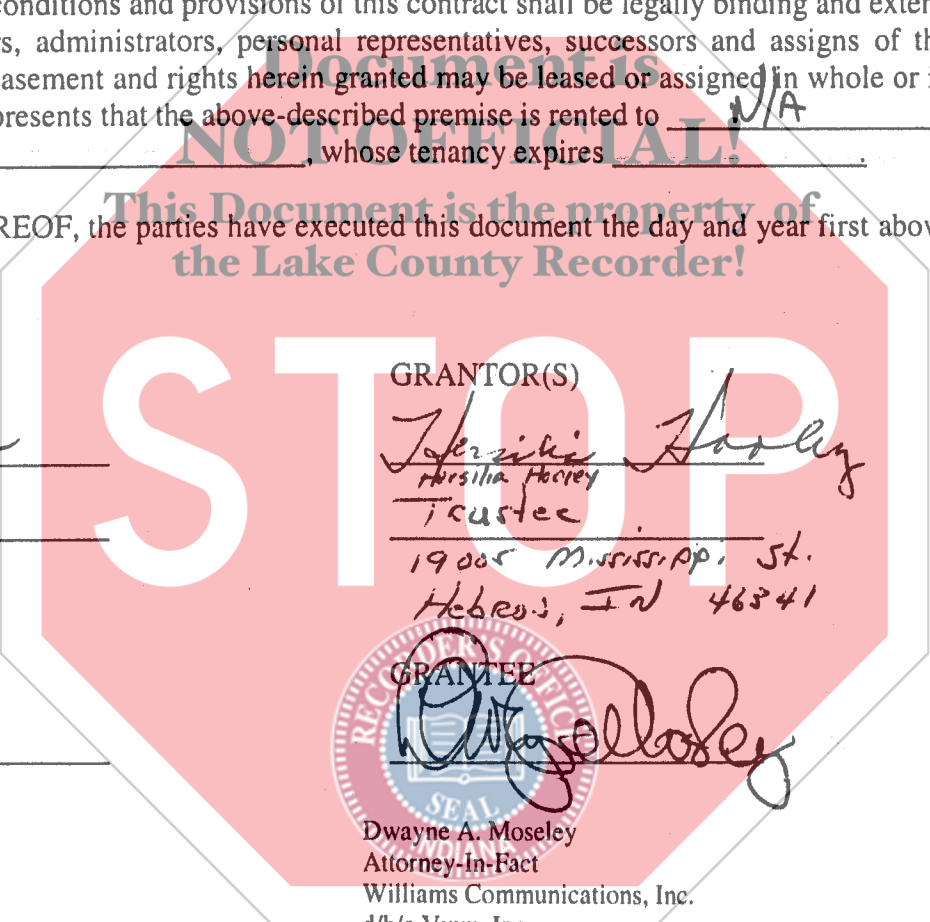
TO HAVE AND TO HOLD such rights, estates, and privileges unto Grantee, its successors and assigns. The terms, conditions and provisions of this contract shall be legally binding and extend upon heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto. The 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 N/A, whose tenancy expires _____.

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

WITNESS
Do. J. Clark

GRANTOR(S)
Terrika Ashley
Terrika Ashley
Trustee
19005 Mississippi St.
Hebron, IN 46341

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.: 961010
This instrument was prepared by: Charles T. Plake, Esq.
One Williams Center, Suite 4100, Tulsa, OK 74172

EXHIBIT "A"

West half of the Northwest Quarter of Section 35, Township 33 North, Range 8 West of the 2nd P. M., excepting therefrom that part described as follows: Commencing at the Northeast corner thereof and running thence West 53 rods, more or less, to the public highway, thence South 20 feet, thence East 53 rods, more or less, to the East line thereof, thence North 20 feet to the place of beginning, in Lake County, Indiana, and also excepting therefrom a parcel described as the North 208.71 feet of the West 208.71 feet of said West half of the said Northwest Quarter, in Lake County, Indiana.



TRUSTEE'S ACKNOWLEDGMENT

STATE OF INDIANA)
)
COUNTY OF LAKE) SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 10th day of
(Day)

December, 1999, personally appeared Hersilia Hooley, Trustee of the
(Month) (Trustee)

Trust Agreement dated December 24, 1987

who acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that any representations therein contained are true.

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!



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

Notary Public

Name: Edwin PETERSON

County of Residence: MARION

Expiration of Commission: 9/12/07

STOP



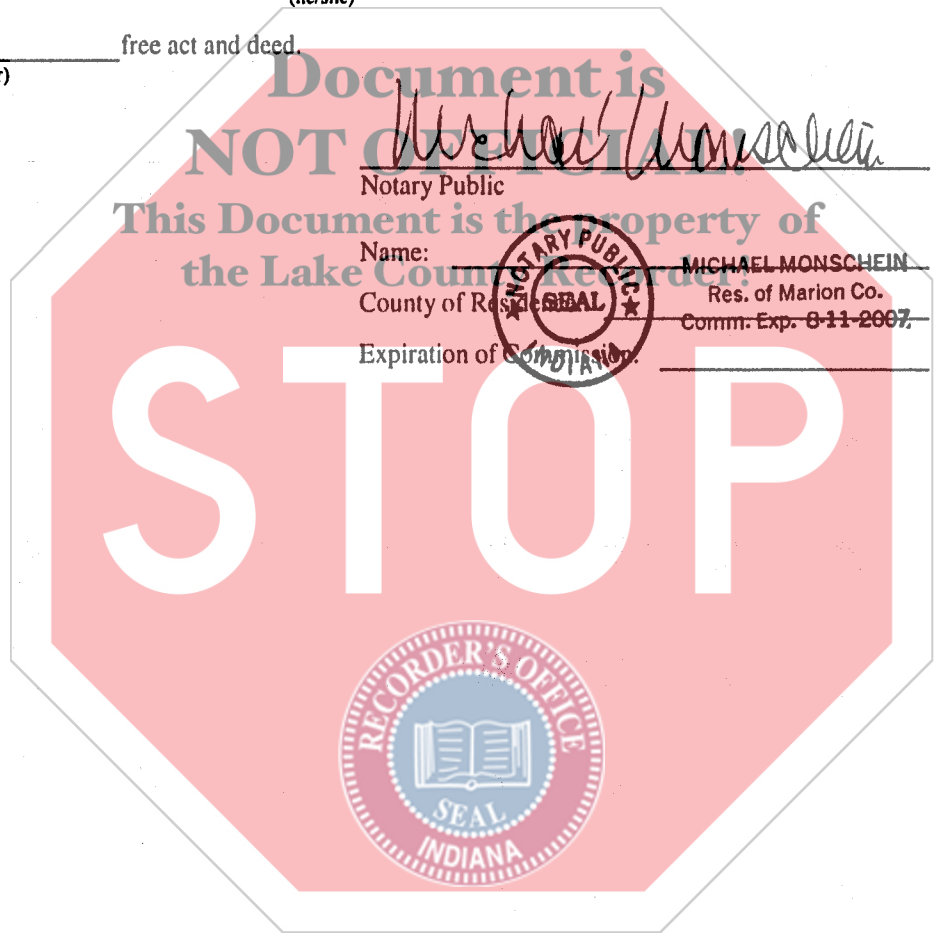
INDIVIDUAL ACKNOWLEDGMENT

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