

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000 019019

2000 MAR 21 AM 10:30

MORRIS W. CARTER
RECORDER

Tract No.: IN-LA-034

SUPPLEMENTAL PIPELINE RIGHT-OF-WAY AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, made this 29th day of Oct, 1999, between Cornelius A. Kuiper and Karen S. Kuiper, 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 2nd day of April, 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" INDEMNIFICATION CLAUSE ~~CHXX~~

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 (\$ 16.50) 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.

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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 _____, whose tenancy expires _____.

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

WITNESS

GRANTOR(S)

C. A. Kuiper

Cornelius A. Kuiper
Karen S. Kuiper

Karen S. Kuiper

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.: 829255

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

One Williams Center, Suite 4100, Tulsa, OK 74172

Tract No.: IN-LA-034

EXHIBIT "A"

The East 33 acres of the Northwest Quarter of Section 27, Township 33 North, Range 8 West of the Second Principal Meridian, Lake County, Indiana.

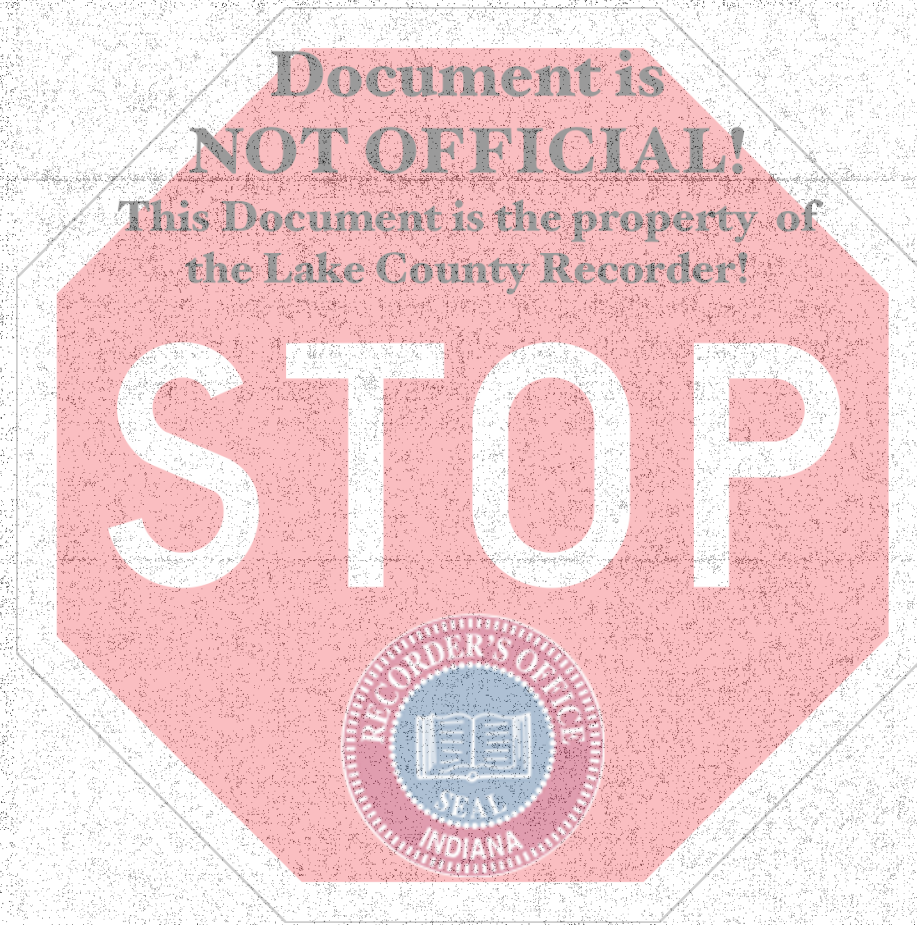
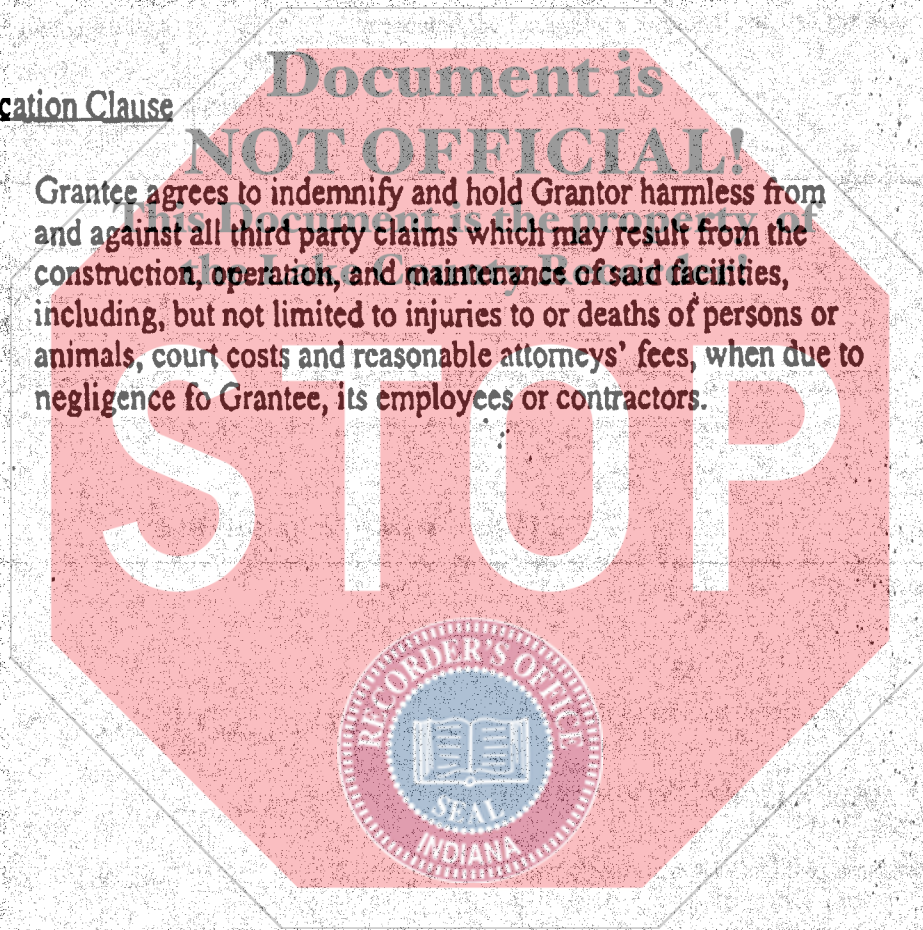


EXHIBIT "B"

Indemnification Clause

Grantee agrees to indemnify and hold Grantor harmless from and against all third party claims which may result from the construction, operation, and maintenance of said facilities, including, but not limited to injuries to or deaths of persons or animals, court costs and reasonable attorneys' fees, when due to negligence fo Grantee, its employees or contractors.



INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA)
)
) SS
COUNTY OF LAKE)

On this 29 day of October, 1999, personally appeared before me
Day Month Year

Cornelius A. Kuiper personally known to me or who has produced Drivers License
(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

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder
Name: Gregory Gene Barby
County of Residence: LAKE
Expiration of Commission: 8-19-07

INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA)
)
) SS
COUNTY OF LAKE)

On this 29 day of October, 1999, personally appeared before me
Day Month Year

Karen S. Kuiper personally known to me or who has produced Drivers License
(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
Expiration of Commission: 8-19-07

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)

Document is
NOT OFFICIAL!
Michael Monschein
Notary Public

This Document is the property of
the Lake County Recorder's Office
Name: MICHAEL MONSCHIEIN
Res. of Marion Co.
County of Residence: _____ Comm. Exp. 8-11-2007.
Expiration of Commission: _____



STOP



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

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