

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000 019020

2000 MAR 21 AM 10:30

MORRIS M. CARTER
RECORDER

Tract No.: IN-LA-037, 039

SUPPLEMENTAL PIPELINE RIGHT-OF-WAY AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, made this 13th day of November, 1999, between Raymond R. Zander and Madeline Zander, 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 28th 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, EXHIBIT "B" INDEMNIFICATION CLAUSE, EXHIBIT "C" DEPTH INSTALLATION, EXHIBIT "D" TRENCH CLAUSE

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 (\$16⁵⁰/₁₀₀) 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:

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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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 _____.

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

WITNESS

GRANTOR(S)

Raymond R. Zander
Raymond R. Zander
Madeline Zander
Madeline Zander

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.: 927326
This instrument was prepared by: Charles T. Plake, Esq.
One Williams Center, Suite 4100, Tulsa, OK 74172

EXHIBIT "A"

South half of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of Section 22, Township 33 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, EXCEPT a tract beginning in the Northeast corner of the Southeast Quarter of the Northwest Quarter; thence West along the North line of said Southeast Quarter of the Northwest Quarter to the Northwest corner of said quarter quarter section; thence South parallel to the East line of said quarter quarter section a distance of 473 feet; thence East parallel to the North line of said quarter quarter section to the East line of Section 22; thence North along the East line of Section 22, 473 feet, more or less, to the place of beginning.



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 of Grantee, its employees or contractors.

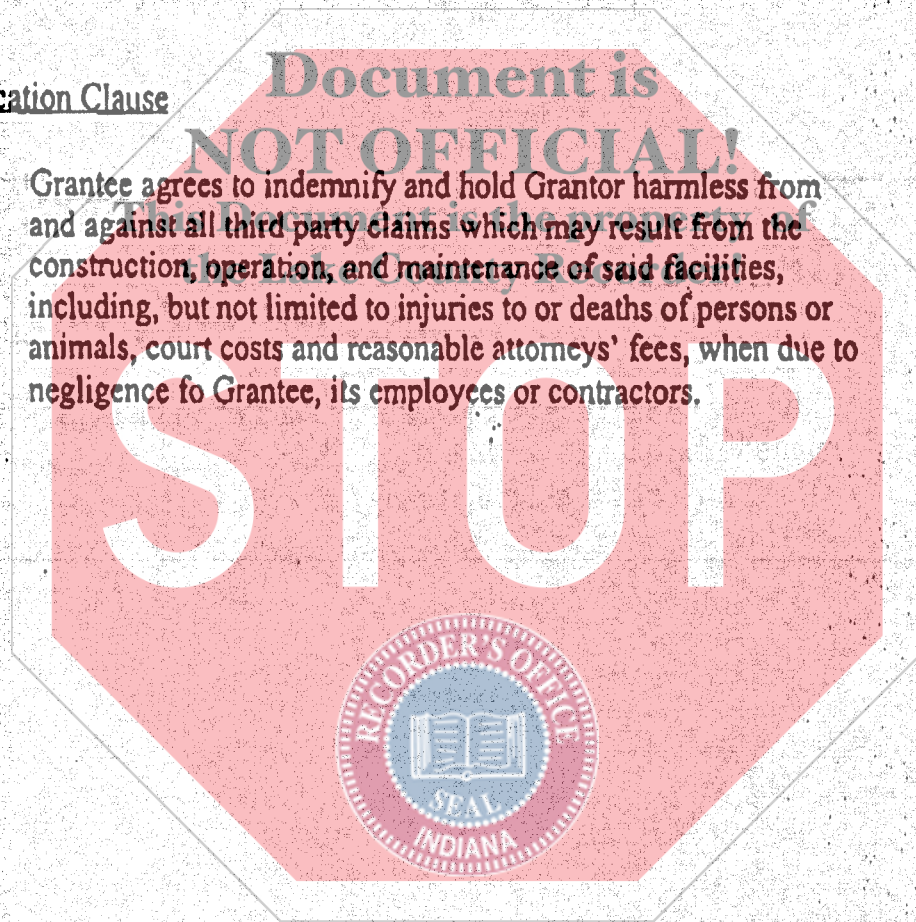


EXHIBIT "C"

Depth Installation

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NOT OFFICIAL!

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.



"EXHIBIT 'D'"

Grantee hereby agrees to open cut the trench across Grantor's property during construction of the fiber optic system. Any drain tile cut during the trenching shall be marked and Grantor notified of the cut. Grantor may repair the tile, provided that Grantee's contractor will not be unduly delayed.



INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA)
)
COUNTY OF LAKE) SS

On this 13th day of November, 1999, personally appeared before me
Day Month Year

Raymond R. Zander 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 13th day of November, 1999, personally appeared before me
Day Month Year

Madeline Zander personally known to me or ~~who has produced~~ _____
(name of person acknowledging) (type of identification)

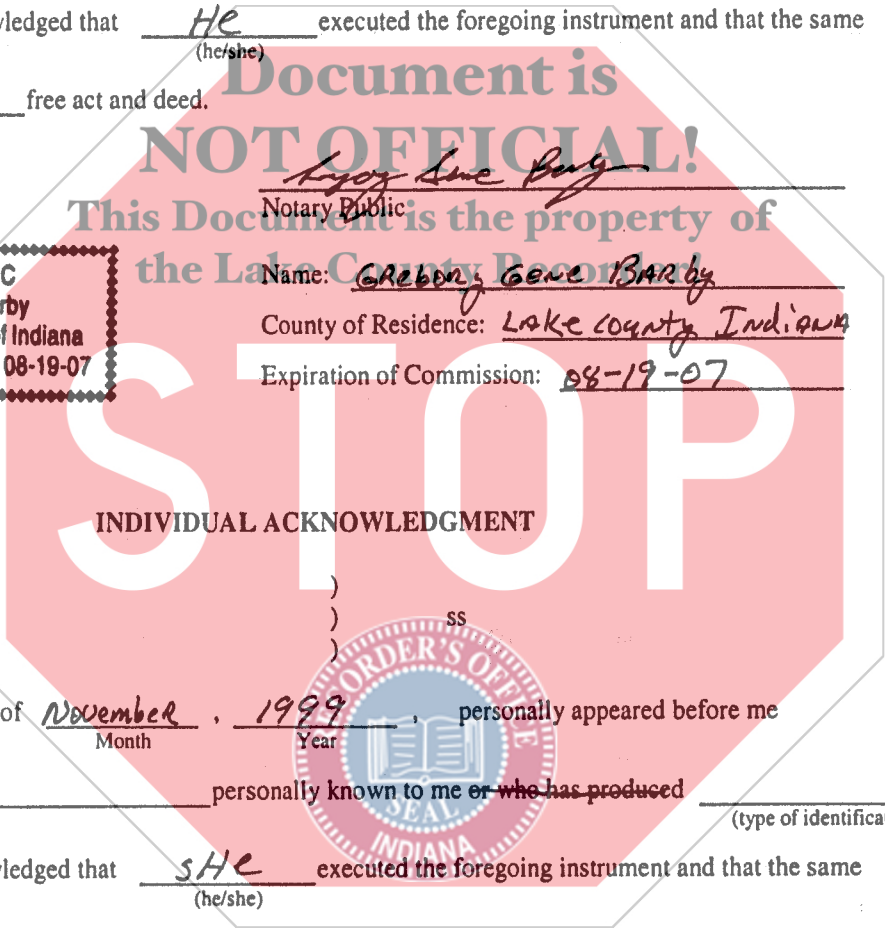
~~as identification~~ who acknowledged that SHE executed the foregoing instrument and that the same
(he/she)

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

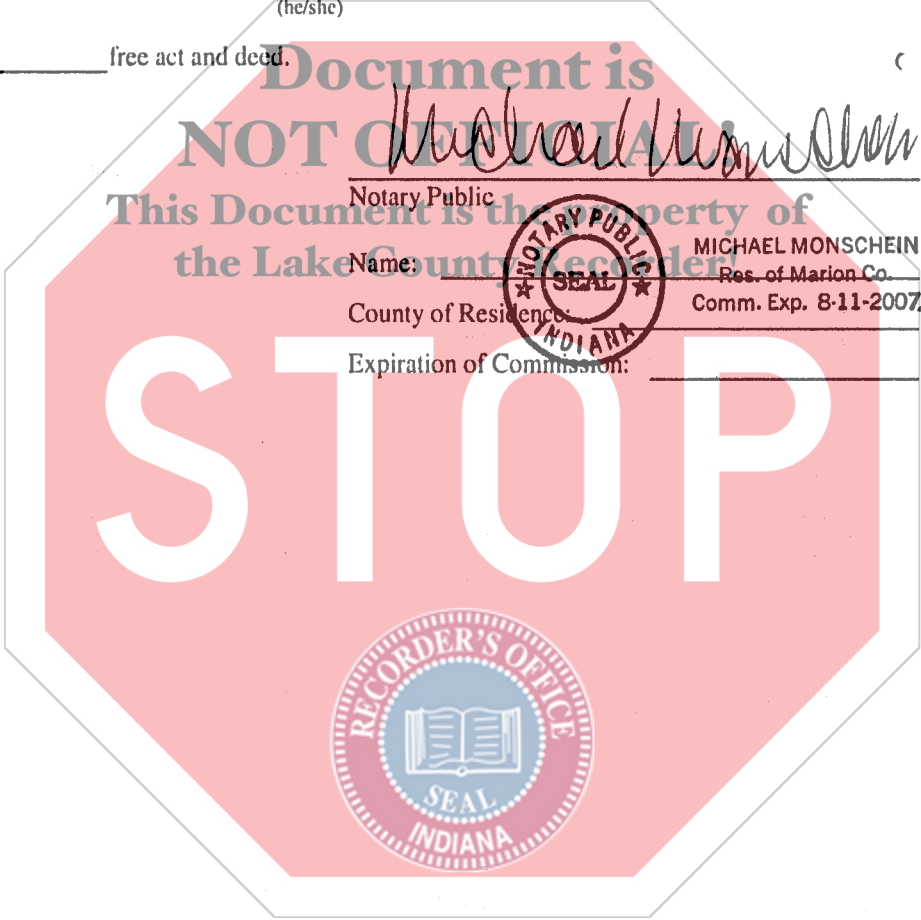
STATE OF INDIANA)
)
COUNTY OF Marion) ss

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)



Document is
NOT OFFICIAL
This Document is the property of
the Lake County Recorder
Name: Michael Monschein
MICHAEL MONSCHIEIN
Res. of Marion Co.
County of Residence: _____
Comm. Exp. 8-11-2007
Expiration of Commission: _____

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

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