

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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2000 MAR 21 AM 10:30

MORRIS W. CARTER
RECORDER

Tract No.: IN-LA-040

SUPPLEMENTAL PIPELINE RIGHT-OF-WAY AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, made this 17th day of November, 1999, between Donald M. Phillips and Pamela Jean Phillips, 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 11th day of April, 1991, 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" DAMAGE CLAUSE, AND EXHIBIT "C" TWIN CONDUITS

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 50/100) 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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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)

Donald M. Phillips
Pamela Jean Phillips
Donald M. Phillips
Pamela Jean Phillips



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.: 92-78531
This instrument was prepared by: Charles T. Plake, Esq.
One Williams Center, Suite 4100, Tulsa, OK 74172

Tract No.: IN-LA-040

EXHIBIT "A"

West 10 acres of the North half of the Northwest Quarter of Section 22, Township 33 North,
Range 8 West of the 2nd P. M., Lake County, Indiana.

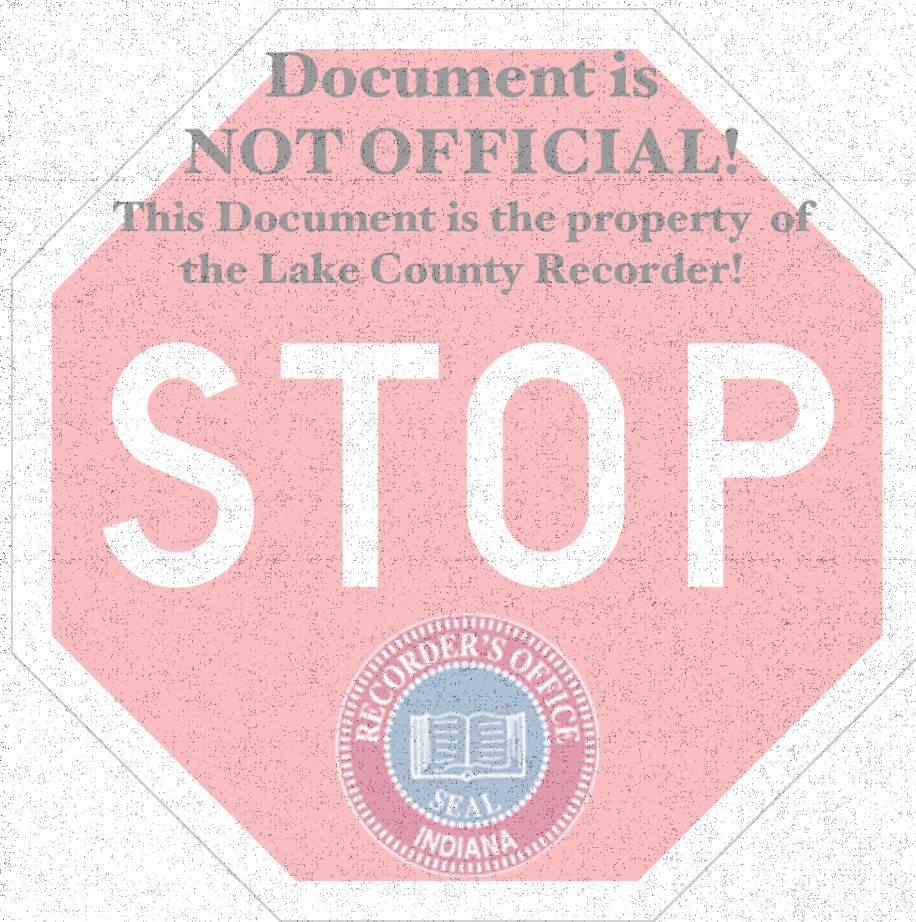


Exhibit "B "

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Grantee agrees to pay Grantor for any damages incurred to the subject property caused by Grantee on entry to the property or right-of-way for the purpose of installing, maintaining or repairing communications lines and Grantee further agrees to restore the said property to it's previous condition as nearly practicable.

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**Document is
NOT OFFICIAL!**

Exhibit "C"

Twin Conduits

**This Document is the property of
the Lake County Recorder!**

The communications system(s) described herein shall consist of a buried, twin-conduit communications system, containing one telecommunications cable per conduit, and appurtenances. The entire communications system(s) shall be buried, except for above ground test posts and line markers indicating the location of the system(s)



INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA)
)
COUNTY OF LAKE) ss

On this 17th day of November, 1999, personally appeared before me
Day Month Year

Donald M. Phillips 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 17th day of November, 1999, personally appeared before me
Day Month Year

Pamela Jean Phillips personally known to me or who has produced _____
(name of person acknowledging) (type of identification)

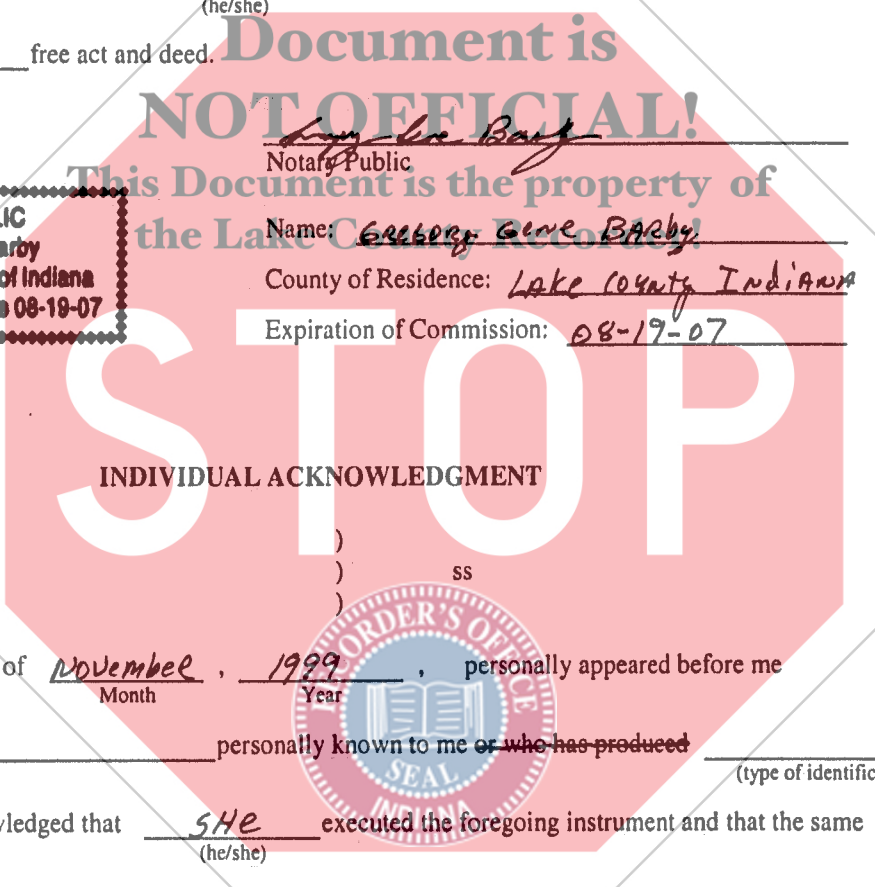
as ~~identification~~ who acknowledged that SHE executed the foregoing instrument and that the same
(he/she)

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)
)
) ss
COUNTY OF Marion)

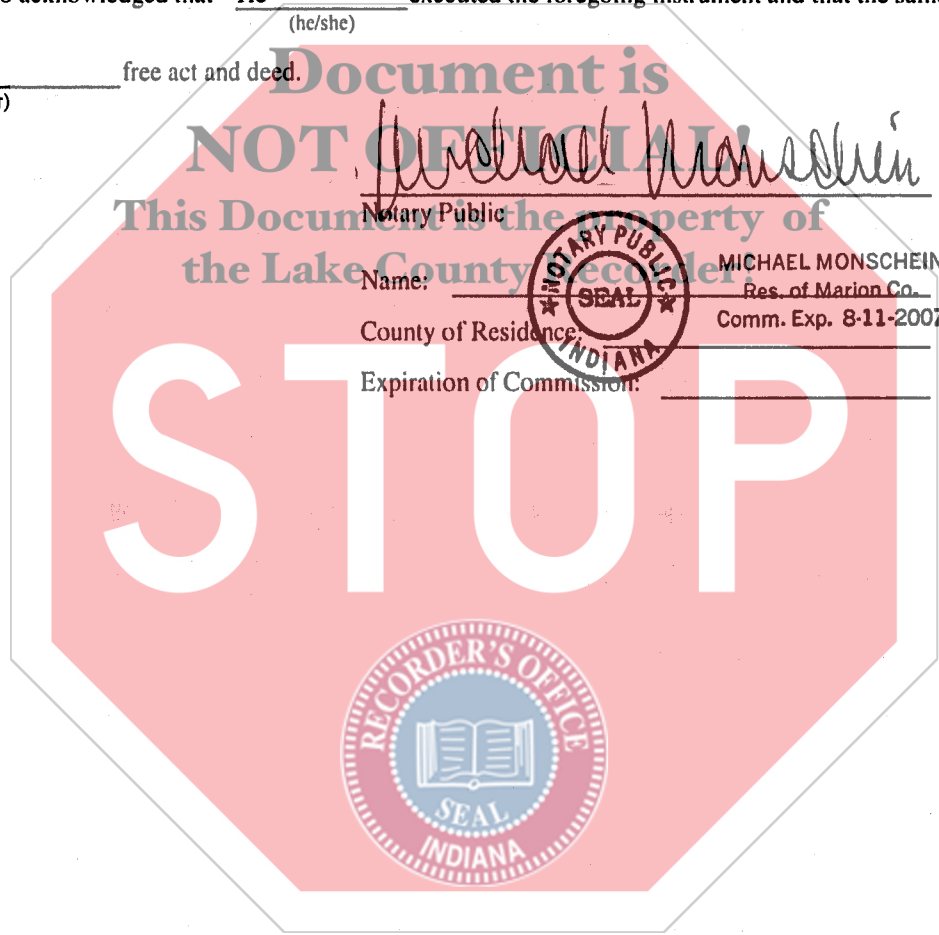
On this 11th day of Feb., 2000, personally appeared before me
Day Month Year

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
Notary Public
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