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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000 019028

2000 MAR 21 AM 10:30

MORRIS W. CARTER
RECORDED

Tract No.: IN-LA-063

SUPPLEMENTAL PIPELINE RIGHT-OF-WAY AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, made this 11th day of December, 1999, between James Everett Mitchell (Husband) and Karla Koch Mitchell (Wife), 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 3rd day of MARCH, 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" DAMAGES, EXHIBIT "C" IMPLEMINTATION, EXHIBIT "D" FARMING, COMPACTION EXHIBIT E AKM - KM

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 00/100 Dollars (\$ 10 00/100) 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 N/A.

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

WITNESS

GRANTOR(S)

X James Everett Mitchell
James Everett Mitchell
X Karla Koch Mitchell
Karla Koch Mitchell

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.: 99-28117

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

One Williams Center, Suite 4100, Tulsa, OK 74172

EXHIBIT "A"

Northeast Quarter of the Northeast Quarter of Section 8, Township 33 North, Range 8 West of the 2nd Principal Meridian, Lake County, Indiana. LESS AND EXCEPT

Part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 8, Township 33 North, Range 8 West of the 2nd Principal Meridian, more particularly described as follows: Beginning at the Southwest corner of said Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence North 00 degrees 08 minutes 38 seconds East along the West line of said Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, a distance of 1,319.67 feet to the Northwest corner of said Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence South 88 degrees 32 minutes 20 seconds East along the North line of said Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, a distance of 882.80 feet; thence South 16 degrees 57 minutes 13 seconds West a distance of 289.09 feet; thence South 65 degrees 19 minutes 36 seconds West, a distance of 500.61 feet; thence South 02 degrees 50 minutes 19 seconds East, a distance of 822.33 feet to a point on the South line of said Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence North 88 degrees 32 minutes 48 seconds West along the South line of said Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, a distance of 380.84 feet to the point of beginning, in Lake County, Indiana.

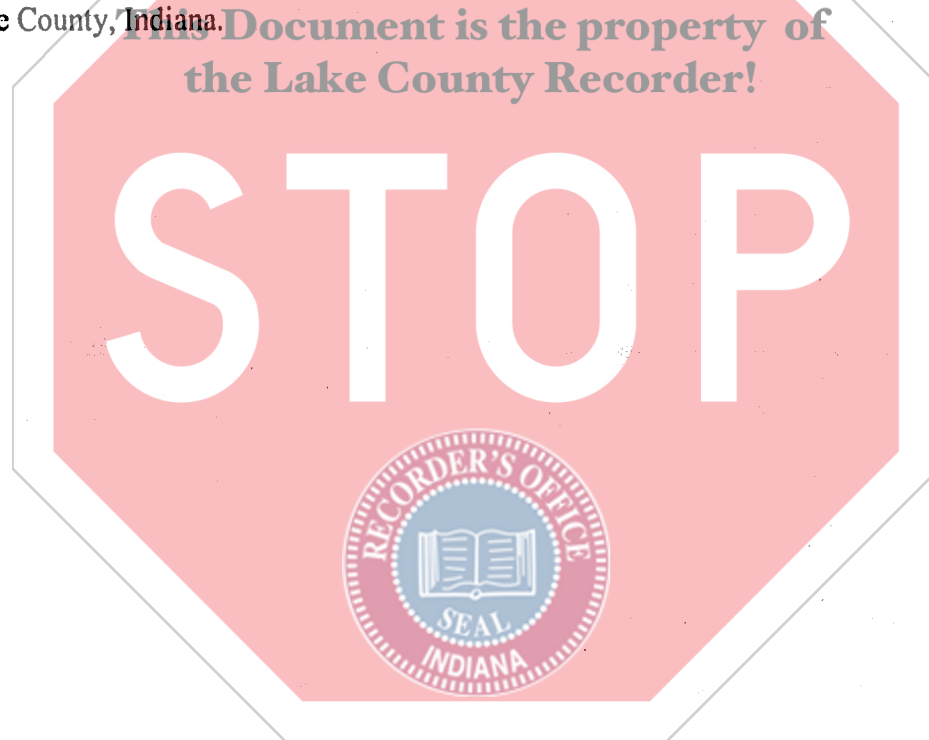


Exhibit "B"

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.



EXHIBIT "C"

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.

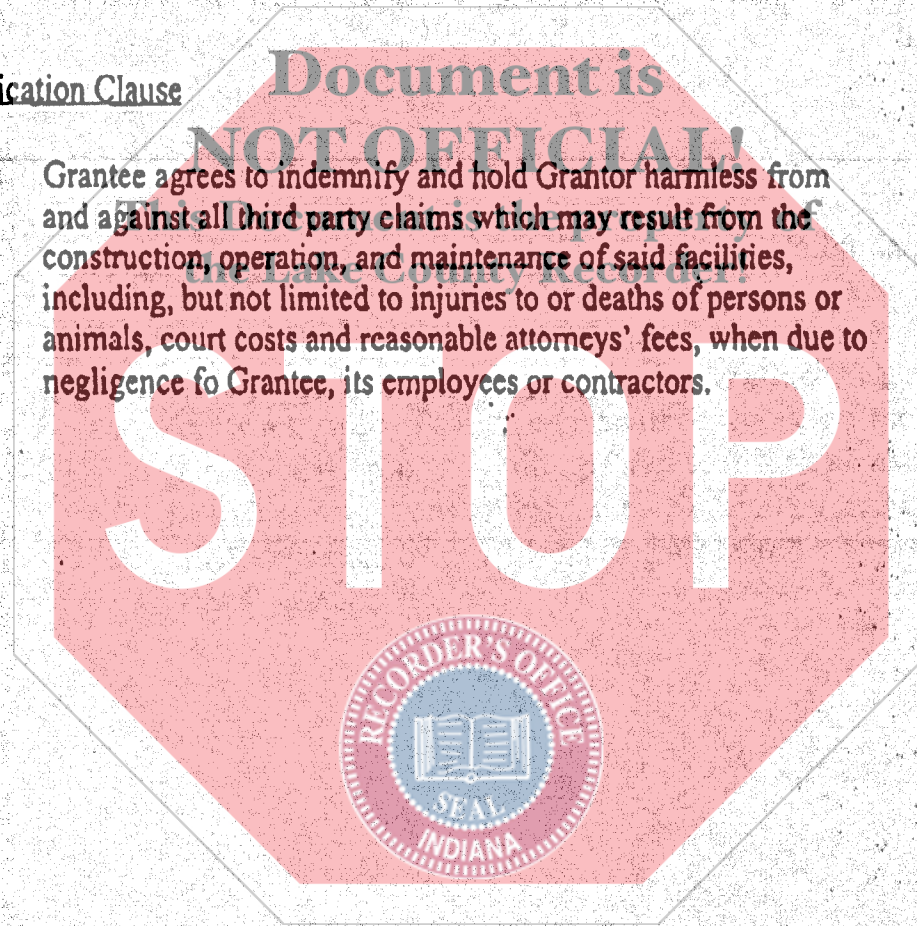


EXHIBIT "D"

Farming

**Document is
NOT OFFICIAL!**

This Document is the property of

**Grantee agrees that Grantor shall not be liable for damage to
Grantee's underground communications facilities resulting
from normal agriculture plowing, tilling, sowing, or reaping
unless Grantor acts negligently or uses methods that result in
the disturbance of soil more than three feet below the surface.
Grantor shall promptly inform Grantee if such agricultural
activities damage or expose Grantee's facilities and Grantee
shall then either re-bury or relocate its facilities to prevent
future damage.**



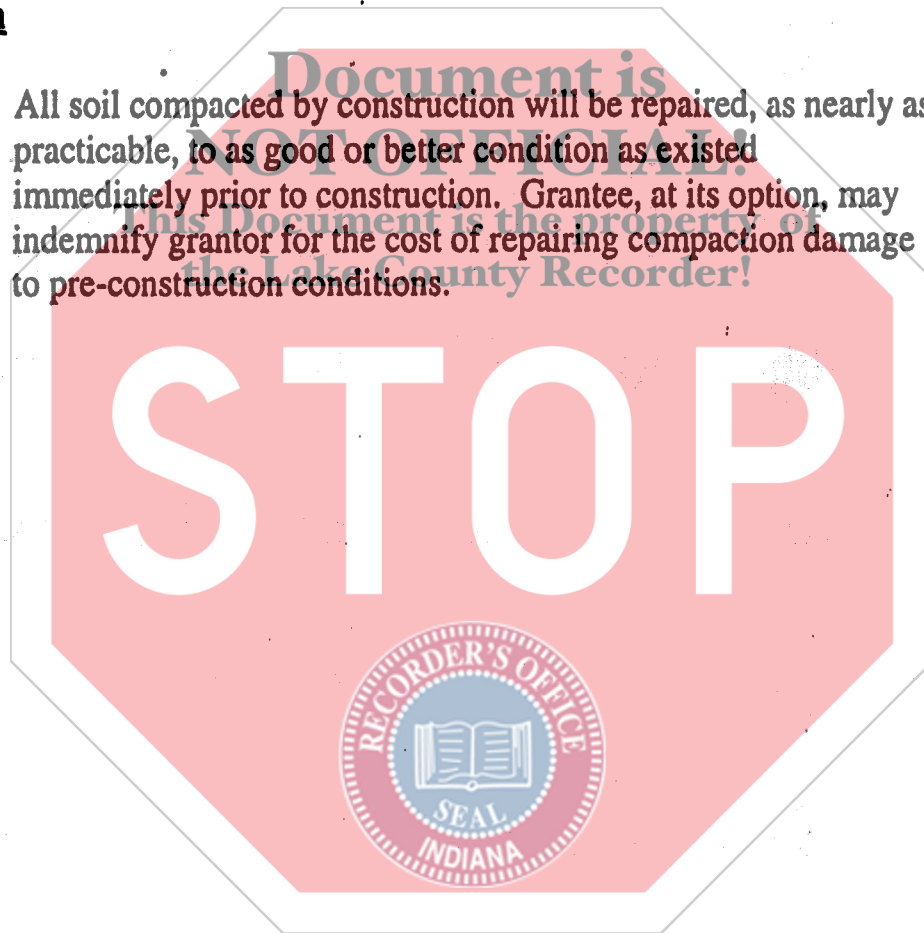
APPENDIX C

June, 1999

EXHIBIT "E"

Compaction

All soil compacted by construction will be repaired, as nearly as practicable, to as good or better condition as existed immediately prior to construction. Grantee, at its option, may indemnify grantor for the cost of repairing compaction damage to pre-construction conditions.



INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA)
)
COUNTY OF LAKE) SS

On this 11th day of December, 1999, personally appeared before me
Day Month Year

James Everett Mitchell 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

Expiration of Commission: 8-19-07



INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA)
)
COUNTY OF LAKE) SS

On this 11th day of December, 1999, personally appeared before me
Day Month Year

Karla Koch Mitchell 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

Expiration of Commission: 8-19-07

INDIVIDUAL ACKNOWLEDGMENT

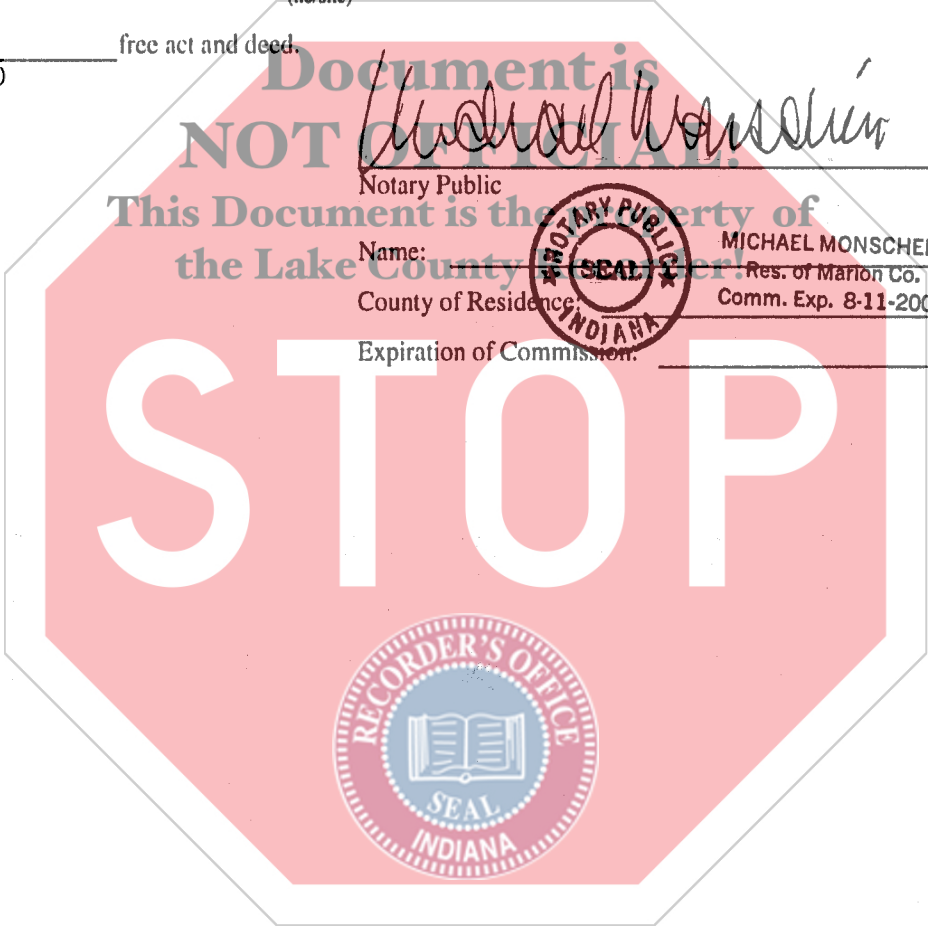
STATE OF INDIANA)
)
COUNTY OF Marion) ss

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)



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

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