

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000 019029

2000 MAR 21 AM 10:30

MORRIS W. CARTER
RECORDER

Tract No.: IN-LA-064.1

SUPPLEMENTAL PIPELINE RIGHT-OF-WAY AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, made this 16th day of December, 1999, between Norman L. Blackford and Janice A. Blackford, 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 30th 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" RIGHT OF WAY, EXHIBIT "C" FARMING CLAUSE, EXHIBIT "D" POST CONSTRUCTION RESTORATION CLAUSE & MB

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 $\frac{00}{100}$ Dollars (\$ 10 $\frac{00}{100}$) ~~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 N/A, whose tenancy expires N/A.

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

WITNESS

GRANTOR(S)

Norman L. Blackford
Norman L. Blackford
Janice A. Blackford
Janice A. Blackford

Dwayne A. Moseley
GRANTEE

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.: 1388

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

EXHIBIT "A"

Part of the Northeast Quarter of the Northeast Quarter of Section 8, Township 33 North, Range 8 West of the Second Principal Meridian, more particularly described as follows: Beginning at the Southwest corner of said Northeast Quarter of the Northeast Quarter; thence North 00 degrees 08 minutes 38 seconds East along the West line of said Northeast Quarter of the Northeast Quarter, a distance of 1,319.67 feet to the Northwest corner of said Northeast Quarter of the Northeast Quarter; thence South 88 degrees 32 minutes 20 seconds East along the North line of said Northeast Quarter of the Northeast Quarter 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 Quarter of the Northeast Quarter; thence North 88 degrees 32 minutes 48 seconds West along the South line of said Northeast Quarter of the Northeast Quarter, a distance of 380.84 feet to the point of beginning, in Lake County, Indiana.

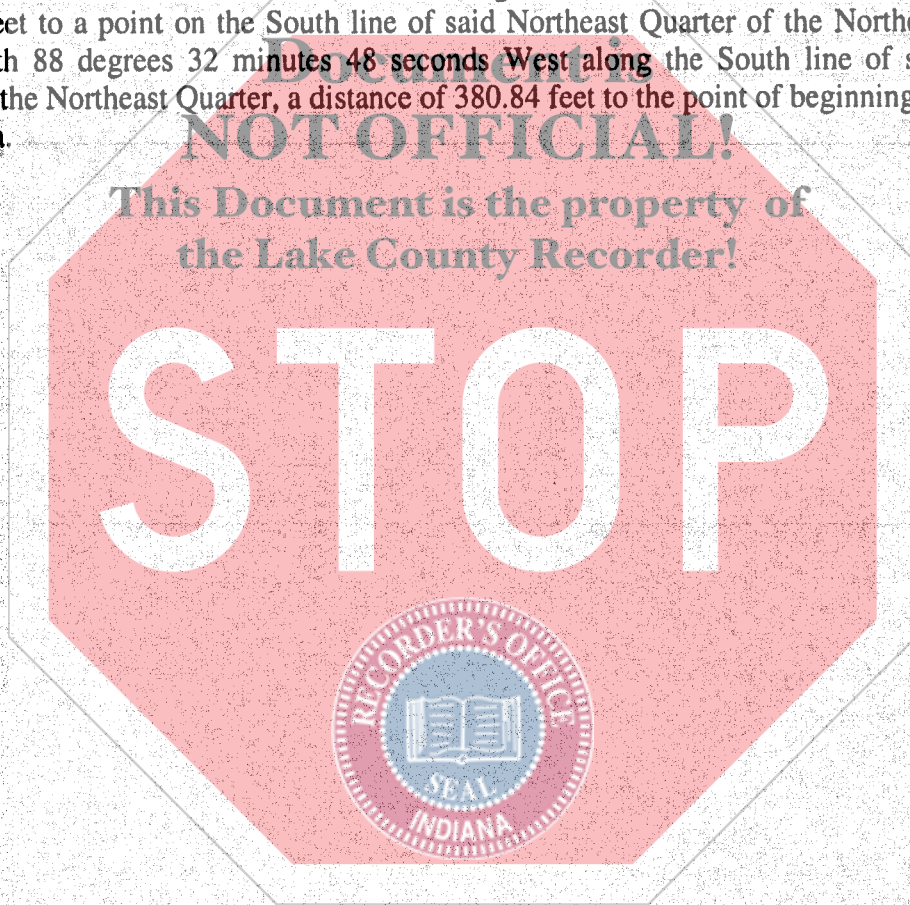


EXHIBIT "B"

The conduit and fiber optic cable(s) shall be located parallel to, and 20 feet southwest, of "Amoco's" existing pipeline. The permanent easement shall be 10 feet in width, extending 5 feet on either side of the conduit and fiber optic cable(s). The temporary workspace shall be an additional 10 feet located parallel to, and located on either side, of the 10' permanent easement. All of the above will be located within the existing Amoco easement.

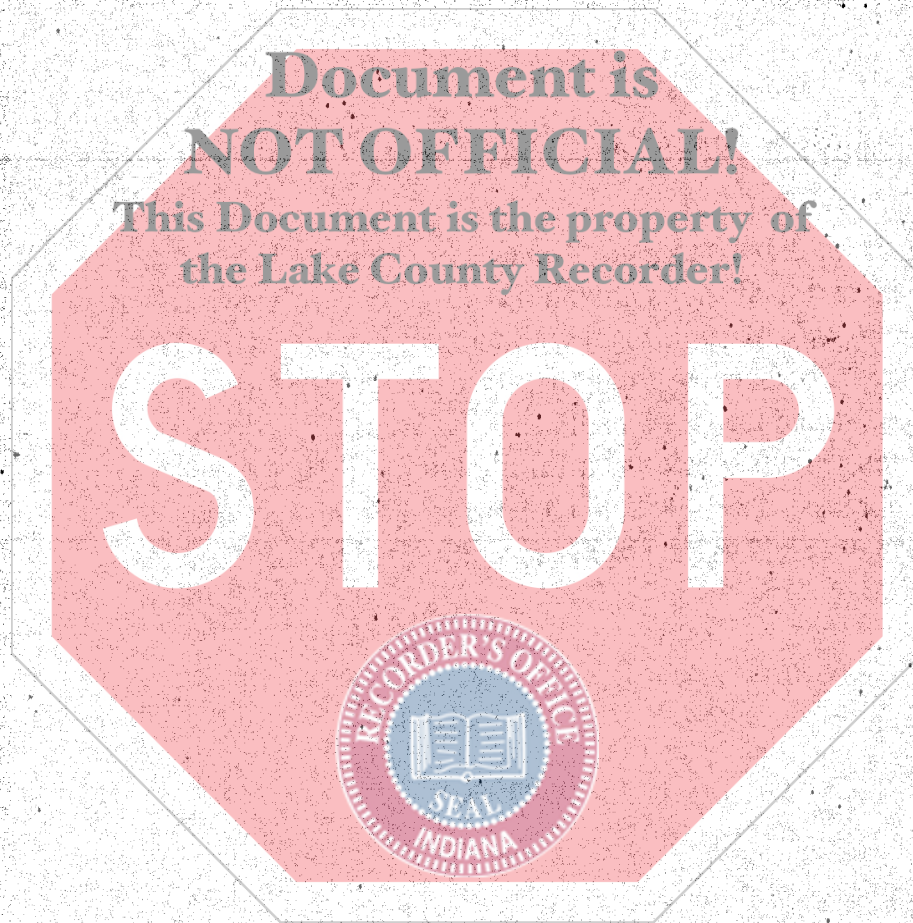


EXHIBIT "C"

**Document is
NOT OFFICIAL!**

Farming

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

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.



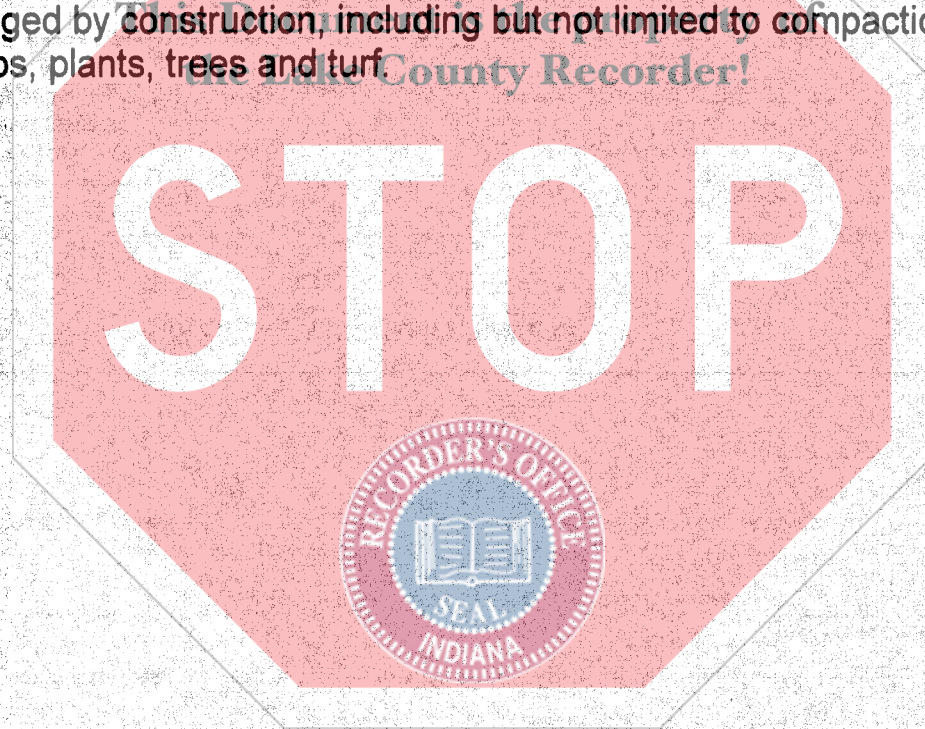
APPENDIX C

June, 1999

EXHIBIT " D "

POST CONSTRUCTION RESTORATION CLAUSE

Grantee, for a one (1) year period following the completion of construction on Grantor's property, shall be responsible to restore all property, as nearly as practicable, to a like condition that existed immediately prior to construction. Grantee, at its option, may indemnify grantor for the cost of repairing property damage by construction to pre-construction conditions for items damaged by construction, including but not limited to compaction, drain tile, shrubs, plants, trees and turf.



INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA)
)
) SS
COUNTY OF LAKE)

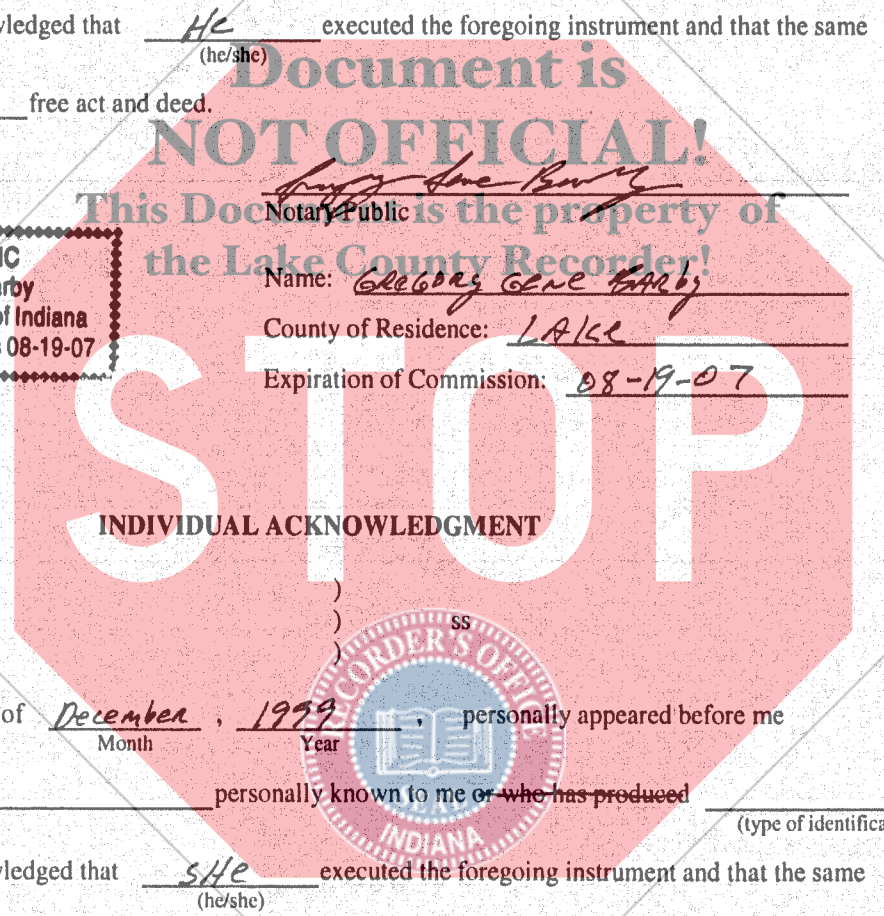
On this 16th day of December, 1999, personally appeared before me
Day Month Year

Norman L. Blackford 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 Barbry
County of Lake, State of Indiana
My Commission Expires 08-19-07

Notary Public
Name: Gregory Gene Barbry
County of Residence: LAKE
Expiration of Commission: 08-19-07



INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA)
)
) SS
COUNTY OF LAKE)

On this 16th day of December, 1999, personally appeared before me
Day Month Year

Janice A. Blackford 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 Barbry
County of Lake, State of Indiana
My Commission Expires 08-19-07

Notary Public
Name: Gregory Gene Barbry
County of Residence: LAKE
Expiration of Commission: 08-19-07

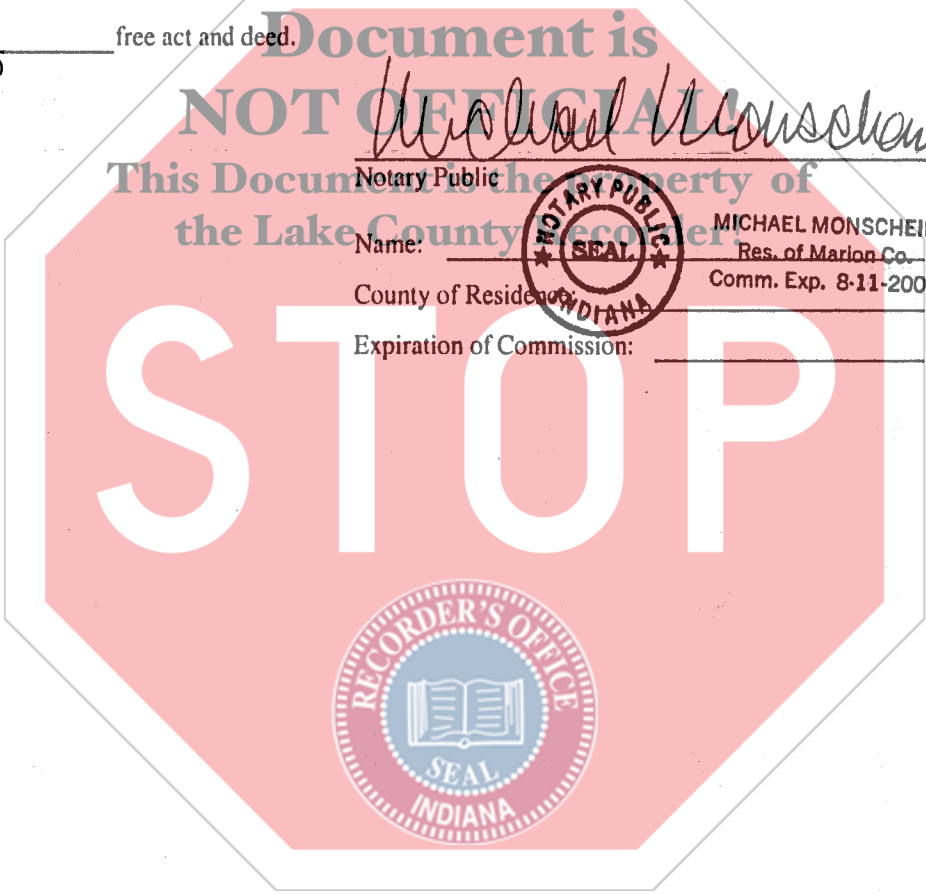
INDIVIDUAL ACKNOWLEDGMENT

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/hcr)



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

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