

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2000 019031

2000 MAR 21 AM 10:30

MORRIS W. CARTER  
RECORDER

Tract No.: IN-LA-068

**SUPPLEMENTAL PIPELINE RIGHT-OF-WAY AGREEMENT**

THIS SUPPLEMENTAL AGREEMENT, made this 13 day of Dec., 1999, between Paul V. Hein and Nancy M. Hein, 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 7 day of March, 1944, 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";

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 Dollars (\$ 10.00 ) ~~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.

**FILED**

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 Renny

Hein, whose tenancy expires 12/31/99

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

WITNESS

Ed S. Peterson

GRANTOR(S)

Paul V. Hein  
Nancy M. Hein  
 Nancy M. Hein

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.: 582701

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

EXHIBIT "A"

South half of the Northeast Quarter of Section 5, Township 33 North, Range 8 West of the 2nd P. M., Lake County, Indiana;

EXCEPTING part of the South half of the Northeast Quarter of Section 5, Township 33 North, Range 8 West of the 2nd P. M., described as follows: Commencing at the Southwest corner of said South half; thence North  $00^{\circ} 59' 45''$  West, along the West line of said Northeast Quarter, 37.94 feet, to the centerline of the blacktop pavement for 153rd Ave; thence South  $89^{\circ} 56' 09''$  East, along the centerline of said pavement, 330 feet to the point of beginning; thence continuing South  $89^{\circ} 56' 09''$  East along said centerline 2317.73 feet to the East line of said Northeast Quarter; thence South  $01^{\circ} 06' 55''$  East along said East line 54.23 feet, to the Southeast corner of said Northeast Quarter; thence North  $89^{\circ} 35' 02''$  West, along the South line of said Northeast Quarter, 2318.19 feet; thence North  $00^{\circ} 59' 45''$  West, parallel to the West line of said Northeast Quarter, 40 feet to the point of beginning, containing 2.5 acres, Lake County, Indiana;

AND ALSO EXCEPTING beginning at the Southwest corner of said South half; thence North  $00^{\circ} 56' 45''$  West, along the West line of said Northeast  $\frac{1}{4}$ , 37.94 feet, to the centerline of the blacktop pavement for 153rd Avenue; thence South  $89^{\circ} 56' 09''$  East, along the centerline of said pavement, 330 feet; thence South  $00^{\circ} 59' 45''$  East, parallel with the West line of Northeast  $\frac{1}{4}$ , 40 feet to the South line of said Northeast  $\frac{1}{4}$ ; thence North  $89^{\circ} 35' 02''$  West, along the South line of said Northeast  $\frac{1}{4}$ , 330 feet to the point of beginning, containing  $.30 \left(\frac{3}{10}\right)$  acre, Lake County, Indiana.

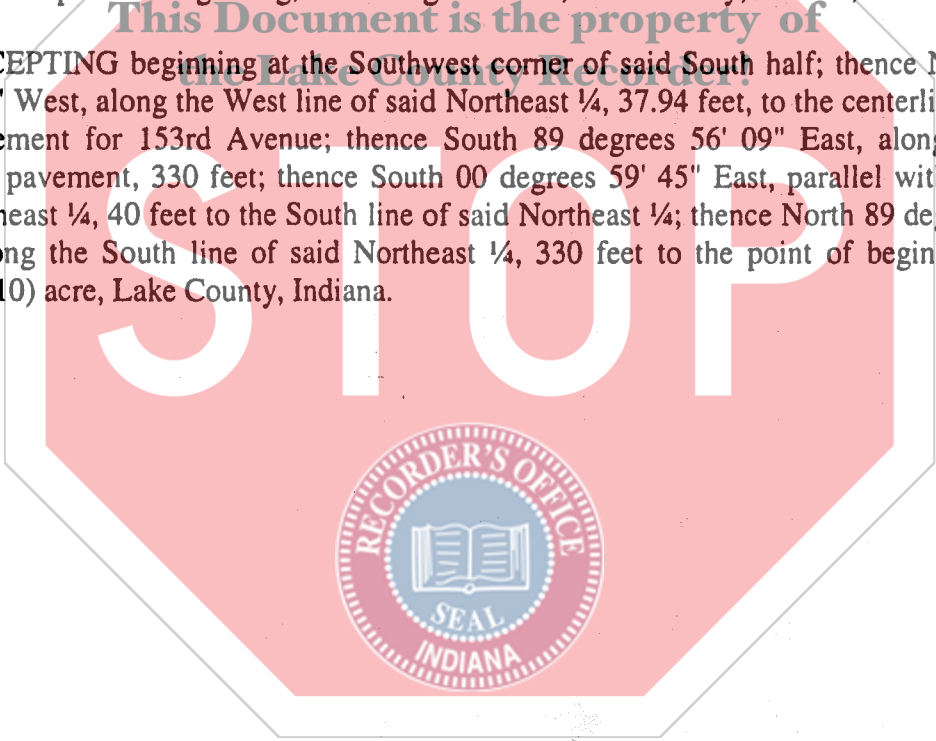


EXHIBIT "B"

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.



INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA )  
 )  
 ) SS  
COUNTY OF LAKE )

On this 13<sup>th</sup> day of December, 1999, personally appeared before me  
Day Month Year

Paul V. Hein personally known to me or who has produced D.L.  
(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)



EDWIN PETERSON  
Res. of Marion County  
Comm. Exp. 9-12-07

Edwin Peterson  
Notary Public  
Name: Edwin PETERSON  
County of Residence: MARION  
Expiration of Commission: 9/12/07

INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA )  
 )  
 ) SS  
COUNTY OF LAKE )

On this 13<sup>th</sup> day of December, 1999, personally appeared before me  
Day Month Year

Nancy M. Hein personally known to me or who has produced D.L.  
(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)



EDWIN PETERSON  
Res. of Marion County  
Comm. Exp. 9-12-07

Edwin Peterson  
Notary Public  
Name: Edwin PETERSON  
County of Residence: MARION  
Expiration of Commission: 9/12/07

INDIVIDUAL ACKNOWLEDGMENT

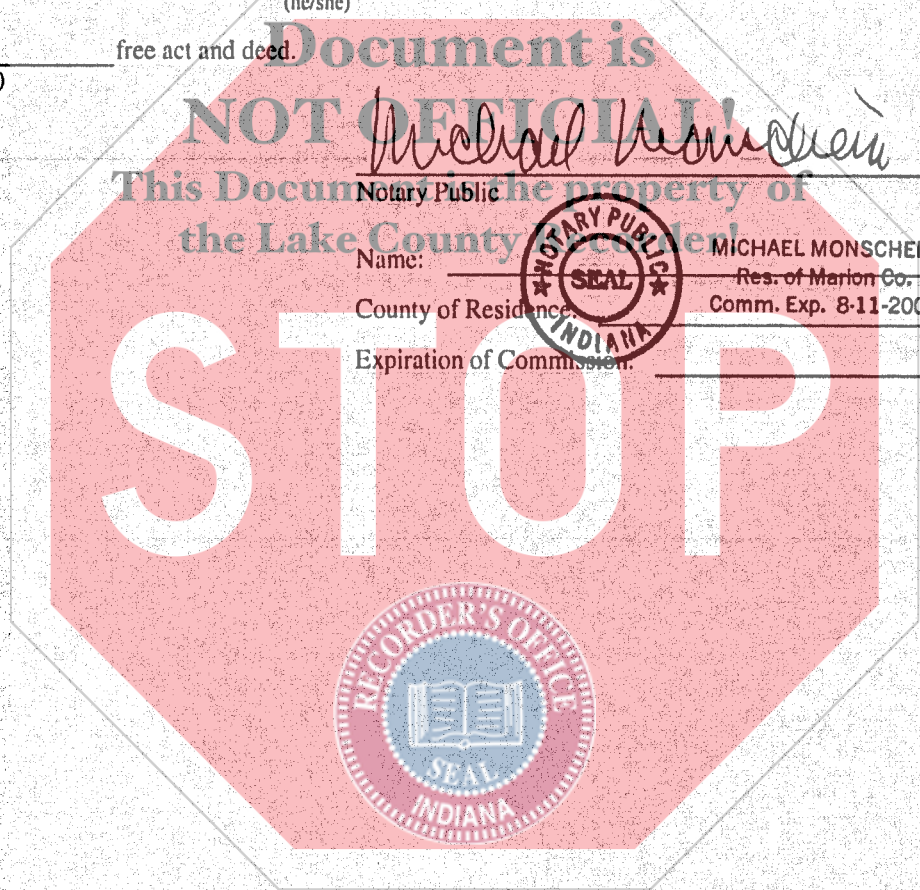
STATE OF INDIANA )  
 )  
COUNTY OF Marion ) ss

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