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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000 019032

2000 MAR 21 AM 10:30

MORRIS W. CARTER
RECORDER

Tract No.: IN-LA-072 .074 .076

SUPPLEMENTAL PIPELINE RIGHT-OF-WAY AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, made this 13th day of November, 1999, between GARY G. HERLITZ and DENISE E. HERLITZ, 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,

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 $\frac{150}{100}$ Dollars (\$16 $\frac{50}{100}$) 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.

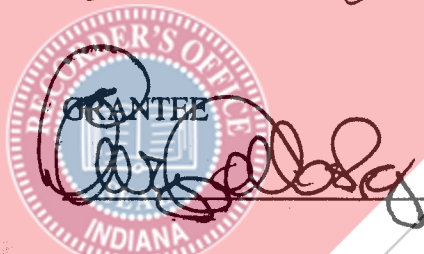
TO HAVE AND TO HOLD such rights, estates, and privileges unto Grantee, its successors and assigns. The terms, conditions and provisions of this contract shall be legally binding and extend upon heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto. The 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 Vernon Kretz, whose tenancy expires year to year.

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

WITNESS

GRANTOR(S)

Gary G. Herlitz
Denise E. Herlitz
Denise E. Herlitz



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.: 99-036002

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

One Williams Center, Suite 4100, Tulsa, OK 74172

EXHIBIT "A"

The Southwest Quarter of Section 32, Township 34 North, Range 8 West of the 2nd Principal Meridian, excepting therefrom the following; Commencing at the Southwest corner of said Southwest Quarter and running thence North 70 rods, thence East 91 ½ rods, thence South 70 rods, thence West 91 ½ rods to the place of beginning and ALSO EXCEPTING THEREFROM the West Half of the following: Commencing at a point on the West line of said Southwest Quarter which is 1155 feet North of the Southwest corner thereof, thence North 577.049 feet, thence East 1509.75 feet , thence South parallel to said West line 577.049 feet, thence West 1509.75 feet to the place of beginning.



INDIVIDUAL ACKNOWLEDGMENT

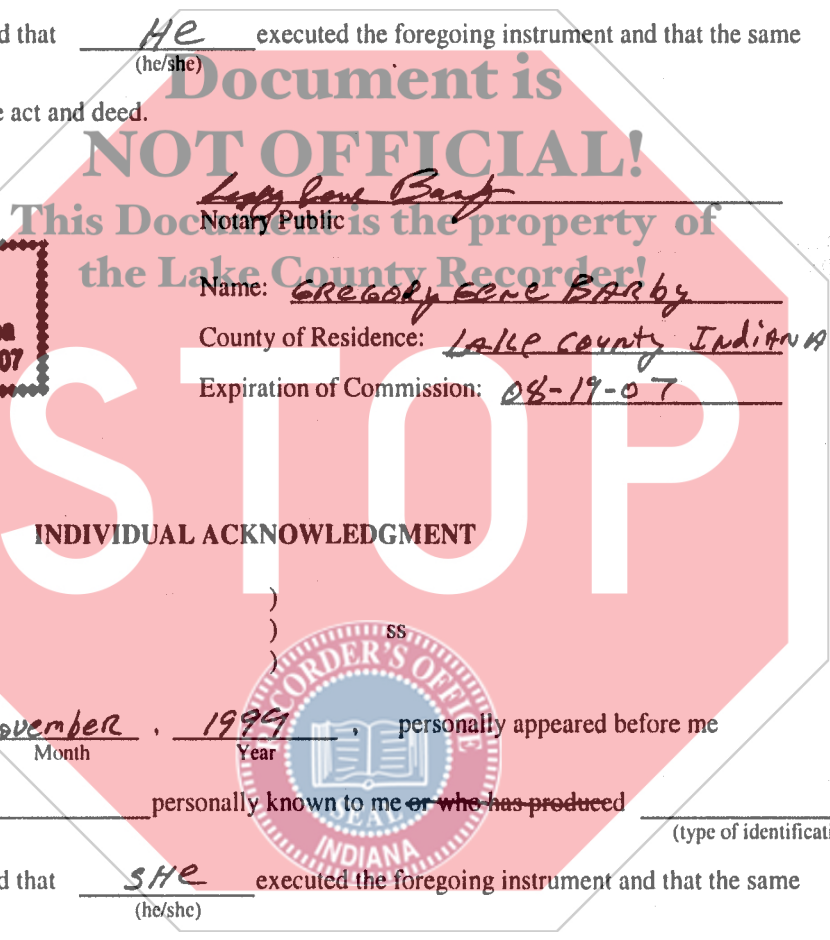
STATE OF INDIANA)
)
COUNTY OF LAKE) ss

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

GARY G. HERLITZ 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 Barb
County of Lake, State of Indiana
My Commission Expires 08-19-07



Gregory Gene Barb
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 13 day of November, 1999, personally appeared before me
Day Month Year

DENISE E. HERLITZ 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 Barb
County of Lake, State of Indiana
My Commission Expires 08-19-07

Gregory Gene Barb
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)



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

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