

5

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000 019035

2000 MAR 21 AM 10:31

MORRIS W. CARTER
RECORDER

Tract No.: IN-LA-077

SUPPLEMENTAL PIPELINE RIGHT-OF-WAY AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, made this 6th day of November, 1999, between KENNETH H. HERLITZ (TRUSTEE) of the TRUST AGREEMENT DATED 0-25-1981, 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 and .50/100 Dollars (\$ 16.50) 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

019035

MAR 20 2000

PETER BENJAMIN
LAKE COUNTY AUDITOR

18
on
1573

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 _____, whose tenancy expires _____.

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

WITNESS

GRANTOR(S)

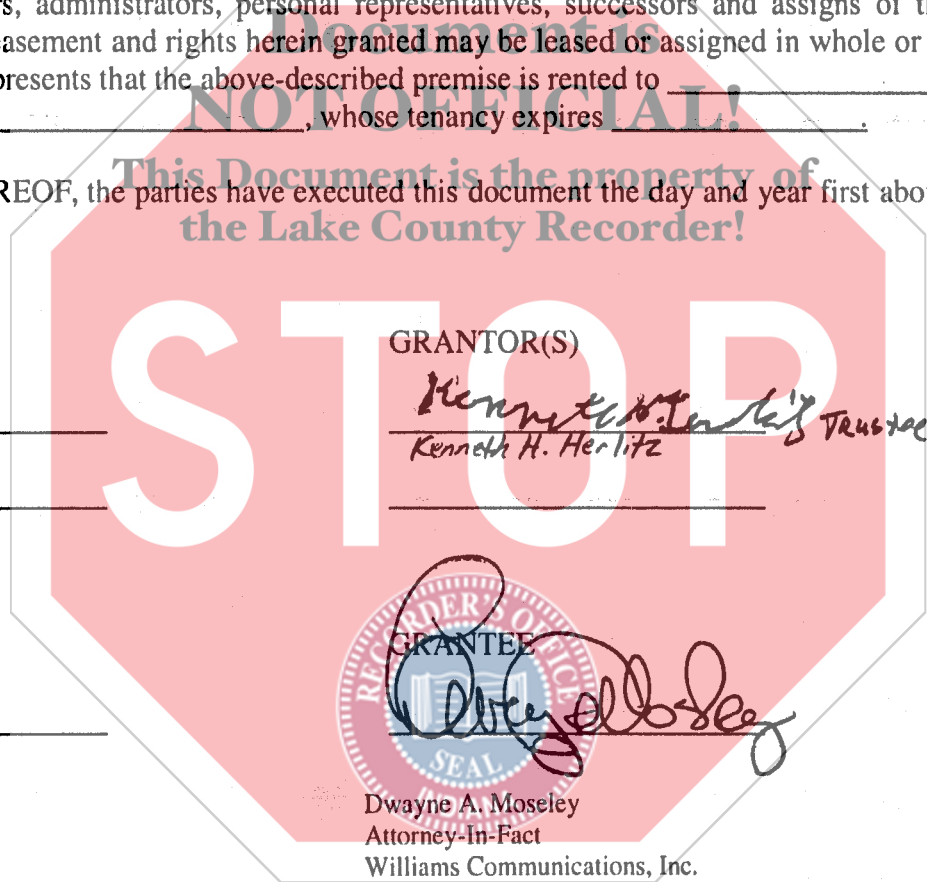
Kenneth H. Herlitz Trustee

Kenneth H. Herlitz

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.: 646149

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

One Williams Center, Suite 4100, Tulsa, OK 74172

EXHIBIT "A"

The Southwest Quarter of the Northwest Quarter in Section 32, Township 34 North, Range 8 West of the 2nd Principal Meridian, containing 40 acres, more or less in Lake County, Indiana.



TRUSTEE'S ACKNOWLEDGMENT

STATE OF INDIANA)
)
COUNTY OF LAKE) ss

Before me, the undersigned, a Notary Public, in and for said County and State, on this 6TH day of
(Day)

November, 1999, personally appeared KENNETH H. HERLITZ (TRUSTEE), Trustee of the
(Month) (Trustee)

TRUST AGREEMENT DATED 0-25-1981

(Trust)

who acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that any representations therein contained are true.

Document is
NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!

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

STOP



INDIVIDUAL ACKNOWLEDGMENT

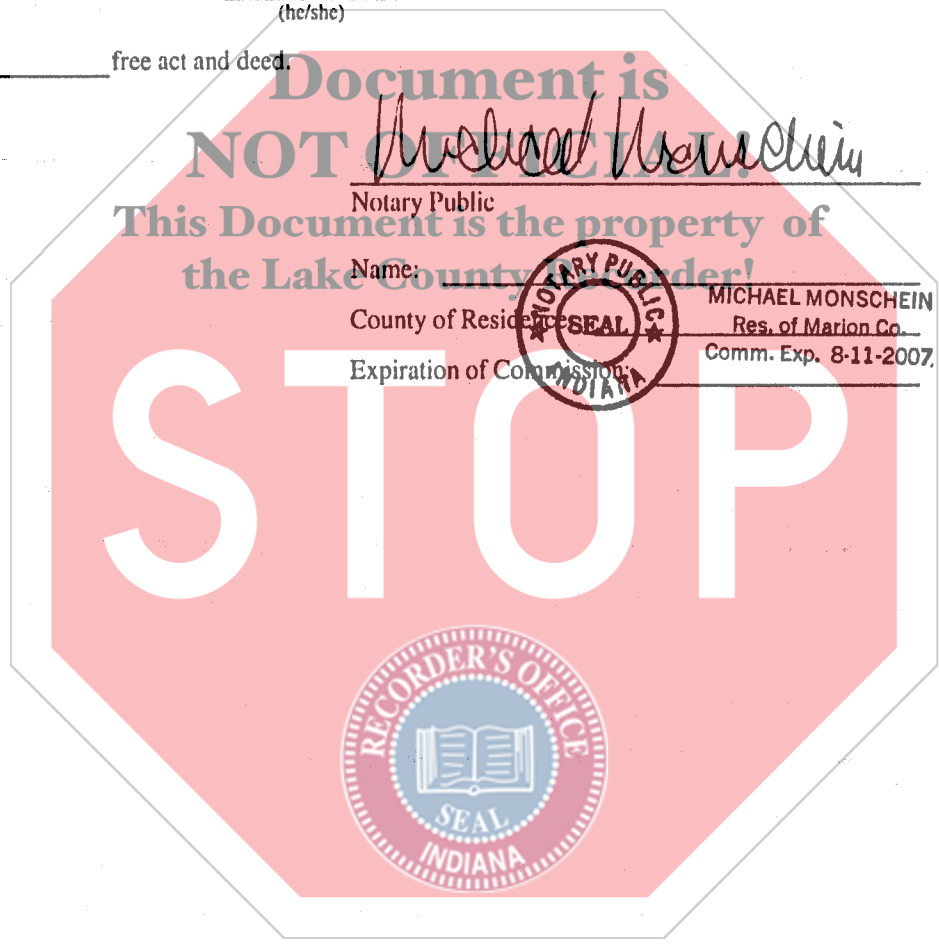
STATE OF INDIANA)
)
COUNTY OF Marion) ss

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