

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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2000 MAR 21 AM 10:31

MORRIS W. CARTER
RECORDER

Tract No.: IN-LA-083, 084, 086, 087

DWT
K.N.
SUPPLEMENTAL PIPELINE RIGHT-OF-WAY AGREEMENT

AKA Pheasant Valley Corp., db.a. Pheasant Valley Country Club

THIS SUPPLEMENTAL AGREEMENT, made this 2nd day of December, 1999 between NAUM REALTY CORP., AN INDIANA CORPORATION, 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 27th day of February, 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" INDEMNIFICATION CLAUSE; EXHIBIT "C" AIRPATROL & OTHER MARKERS; EXHIBIT "D", COMPACTION; EXHIBIT "E", LANDSCAPING, 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.

K.N.
DWT
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.

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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 NONE, whose tenancy expires N.A.

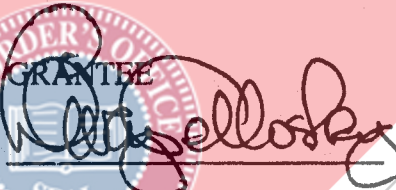
IN WITNESS WHEREOF, the parties have executed this document the day and year first above written.

WITNESS

GRANTOR(S)



KEVIN NAUM, PRESIDENT

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.: 739207:950276
This instrument was prepared by: Charles T. Plake, Esq.
One Williams Center, Suite 4100, Tulsa, OK 74172

Tract No.: IN-LA-083 , 084, 086, 087

EXHIBIT "A"

The Southwest Quarter of the Southeast Quarter; the Northwest Quarter of the Southeast Quarter of Section 30, Township 34 North, Range 8 West of the 2nd Principal Meridian in Lake County, Indiana.

AND the Southeast Quarter of the Southwest Quarter of Section 30, Township 34 North Range 8 West,

AND the South Half of the Northeast Quarter of the Southwest Quarter of Section 30, Township 34 North Range 8 West of the 2nd Principal Meridian in Lake County, Indiana.



EXHIBIT " B "

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 of Grantee, its employees or contractors.

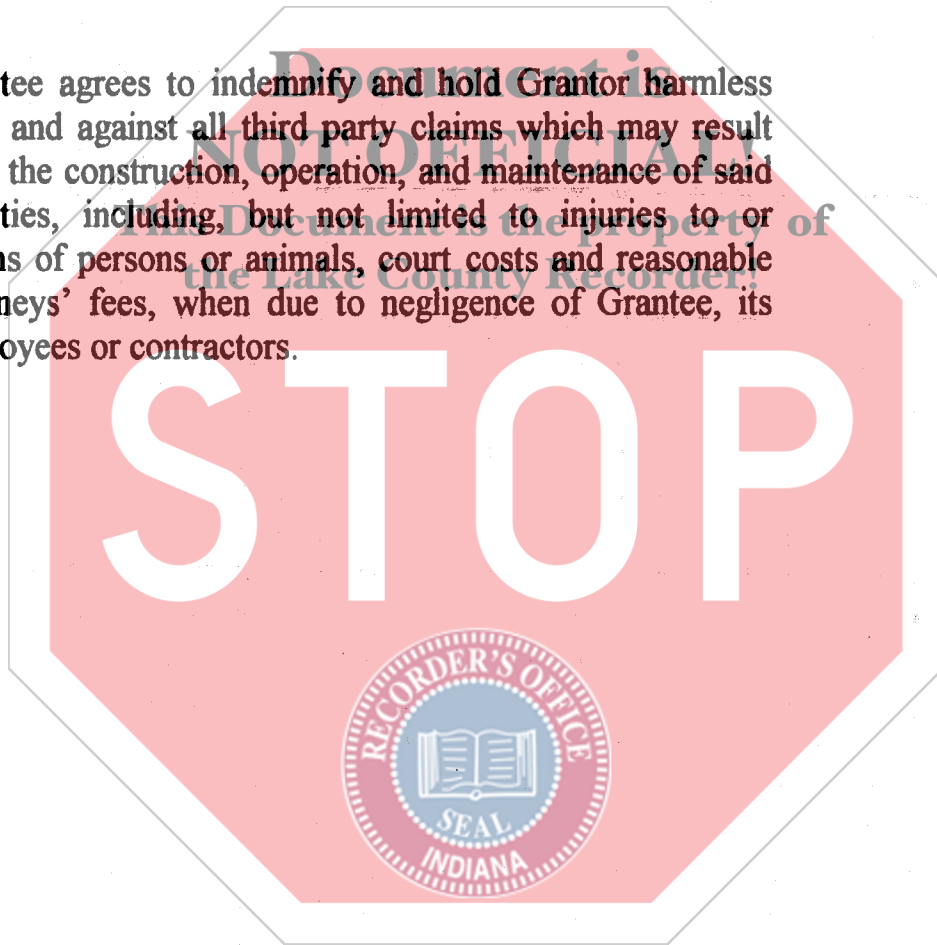


EXHIBIT " C "

AIR PATROL or OTHER MARKERS

Unless otherwise specified within this agreement, no above ground appurtenances (other than location markers placed at property boundaries and fence lines) will be constructed in the Easement area.

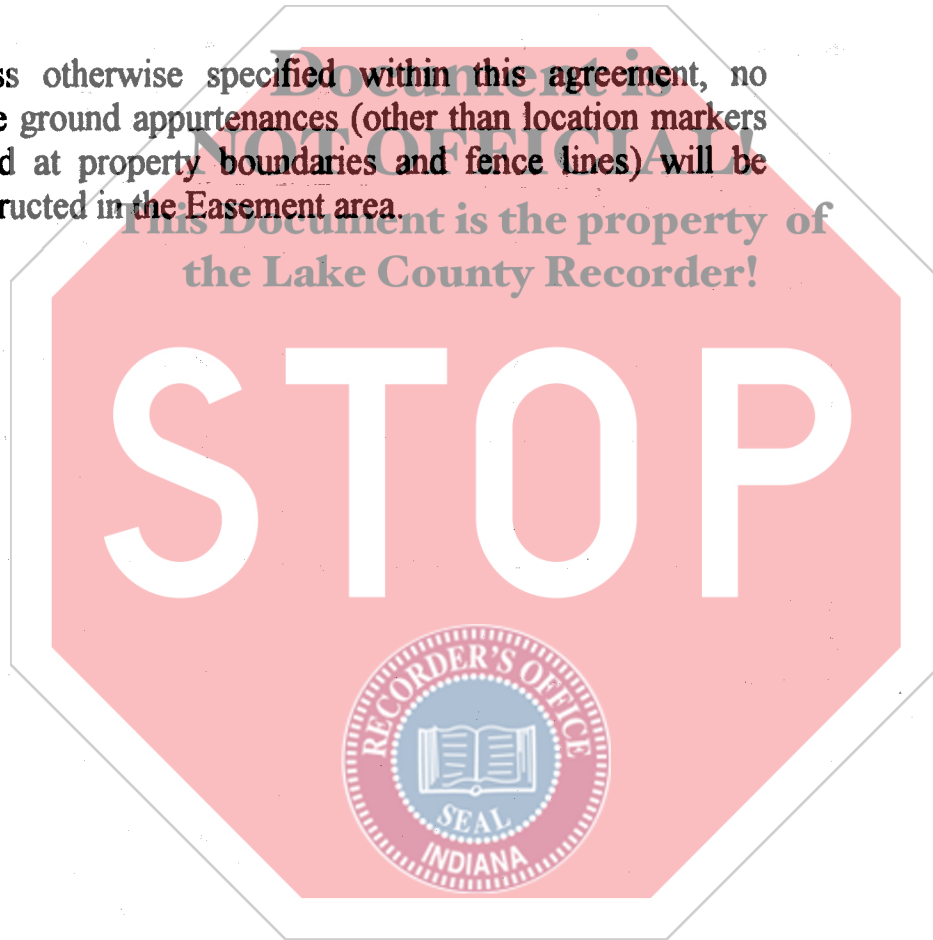


EXHIBIT " D "

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-existing conditions.

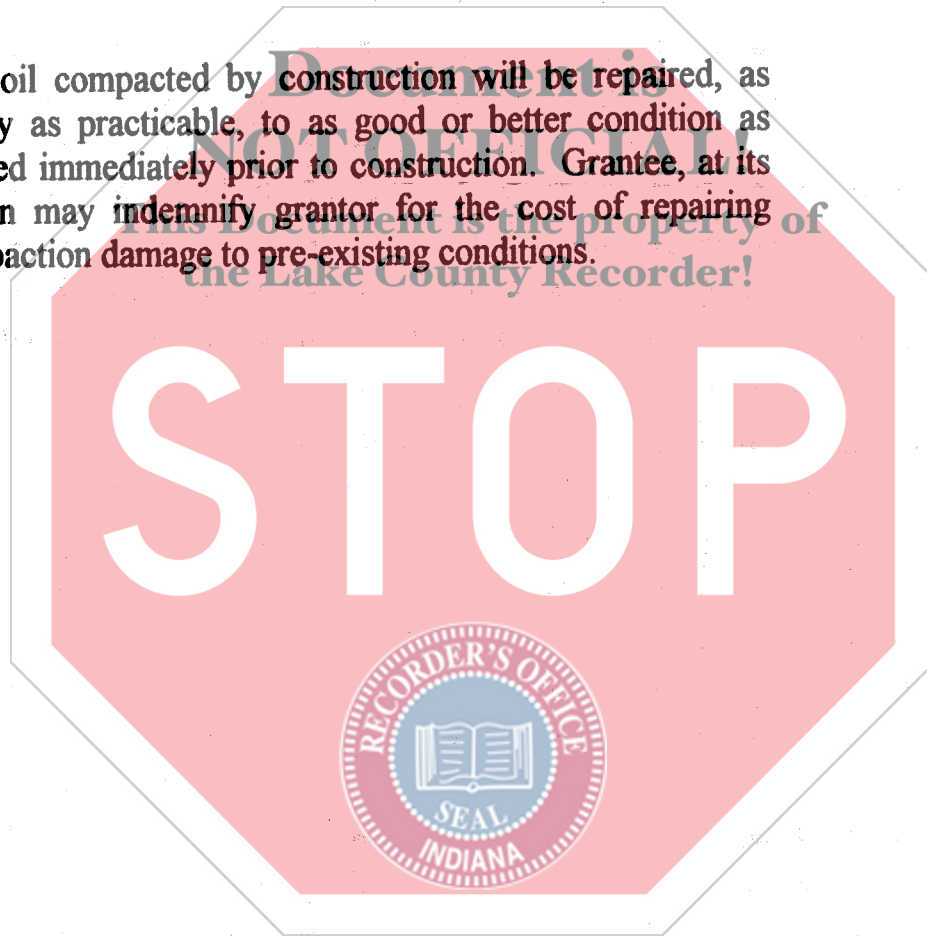
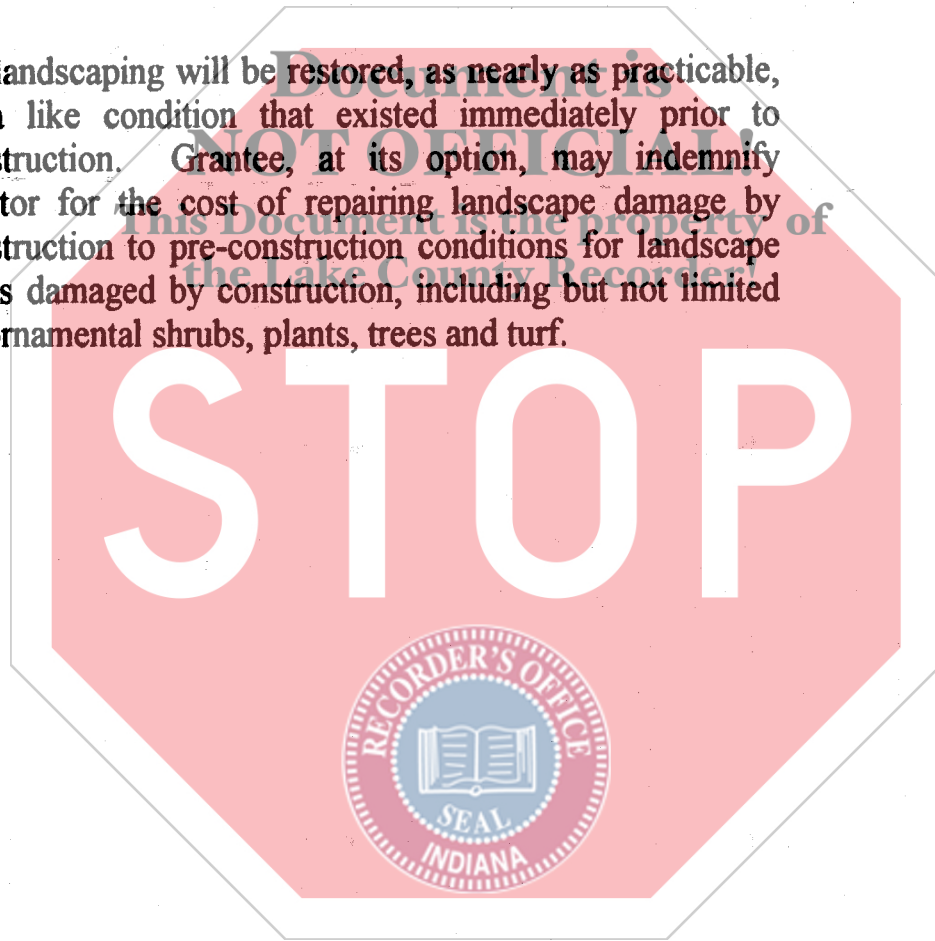


EXHIBIT " E "

LANDSCAPING

All landscaping will be restored, 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 landscape damage by construction to pre-construction conditions for landscape items damaged by construction, including but not limited to, ornamental shrubs, plants, trees and turf.



CORPORATE ACKNOWLEDGMENT

STATE OF INDIANA)
)
) SS
COUNTY OF LAKE)

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K.N.

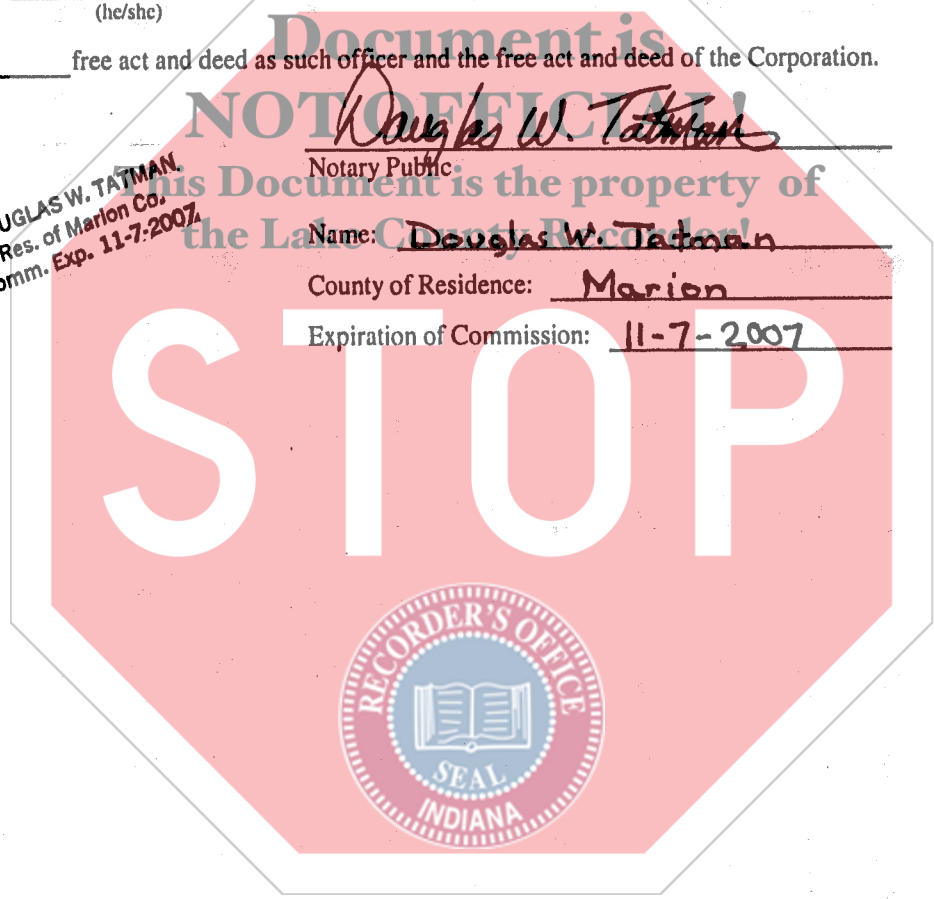
On this 2nd day of December, 1999, personally appeared before me
Day Month Year
NAUM REALTY CORP., AN AKA Pheasant Valley Corp., dba. Pheasant Valley Country Club,
INDIANA CORPORATION, by and through Kevin Naum, its President,
(name of corporation) (name of person) (title)

who acknowledged that he executed the foregoing instrument and that the same is
(he/she)
his free act and deed as such officer and the free act and deed of the Corporation.
(his/her)



DOUGLAS W. TATMAN
Res. of Marion Co.
Comm. Exp. 11-7-2007

Douglas W. Tatman
Notary Public
Name: Douglas W. Tatman
County of Residence: Marion
Expiration of Commission: 11-7-2007



INDIVIDUAL ACKNOWLEDGMENT

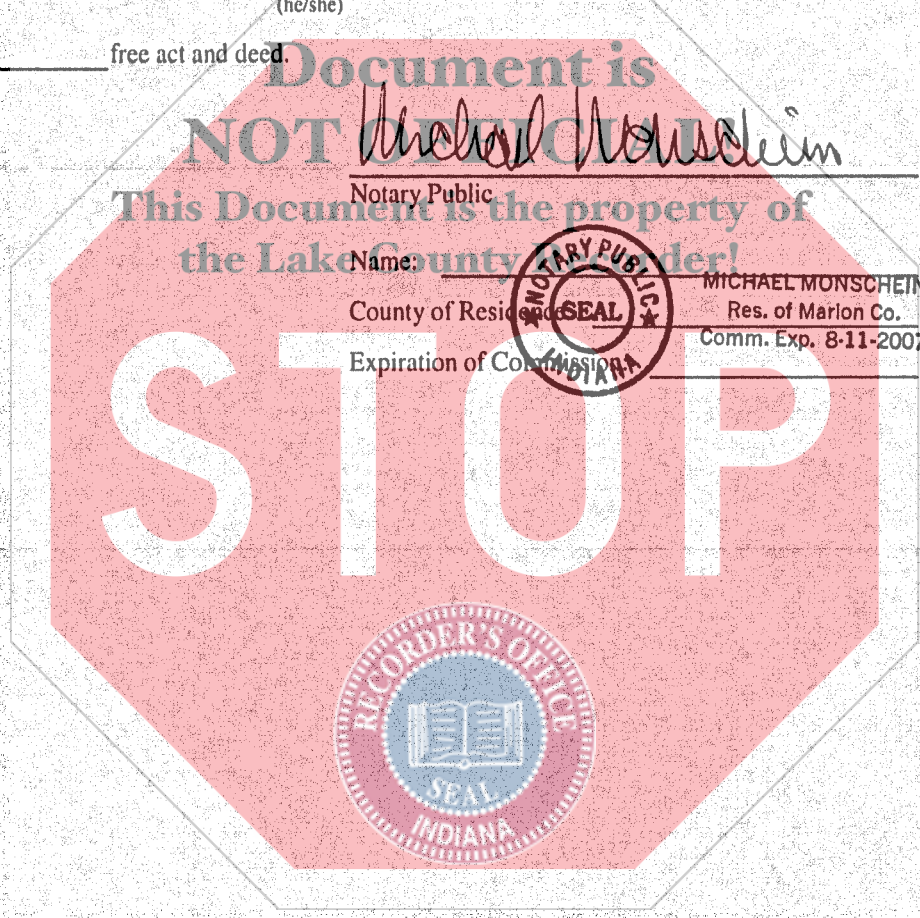
STATE OF INDIANA)
)
COUNTY OF Marion) ss

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)



Michael Monschein
Notary Public
Name: _____
County of Residence _____
Expiration of Commission _____
MICHAEL MONSCHIEIN
Res. of Marion Co.
Comm. Exp. 8-11-2007

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

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