

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-088

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

THIS SUPPLEMENTAL AGREEMENT, made this 13<sup>TH</sup> day of December, 1999, between Joyce V. Smith, Individually, and Harvey R. Smith Trust, Joyce V. Smith, Trustee, 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 5<sup>th</sup> day of April, 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, SEE ALSO EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

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) 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

Richard Rudy, whose tenancy expires year to year.

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

WITNESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

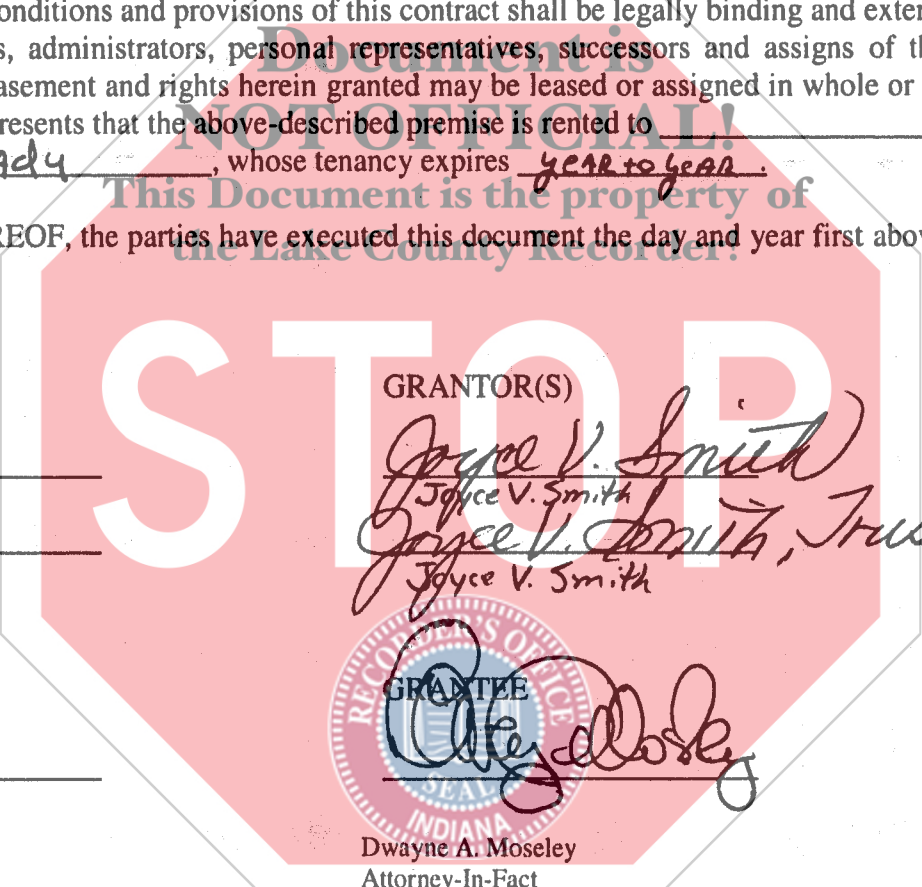
GRANTOR(S)

*Joyce V. Smith*  
Joyce V. Smith  
*Joyce V. Smith, Trustee*  
Joyce V. Smith

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.: 509229  
This instrument was prepared by: Charles T. Plake, Esq.  
One Williams Center, Suite 4100, Tulsa, OK 74172

Tract No.: IN-LA-088

**EXHIBIT "A"**

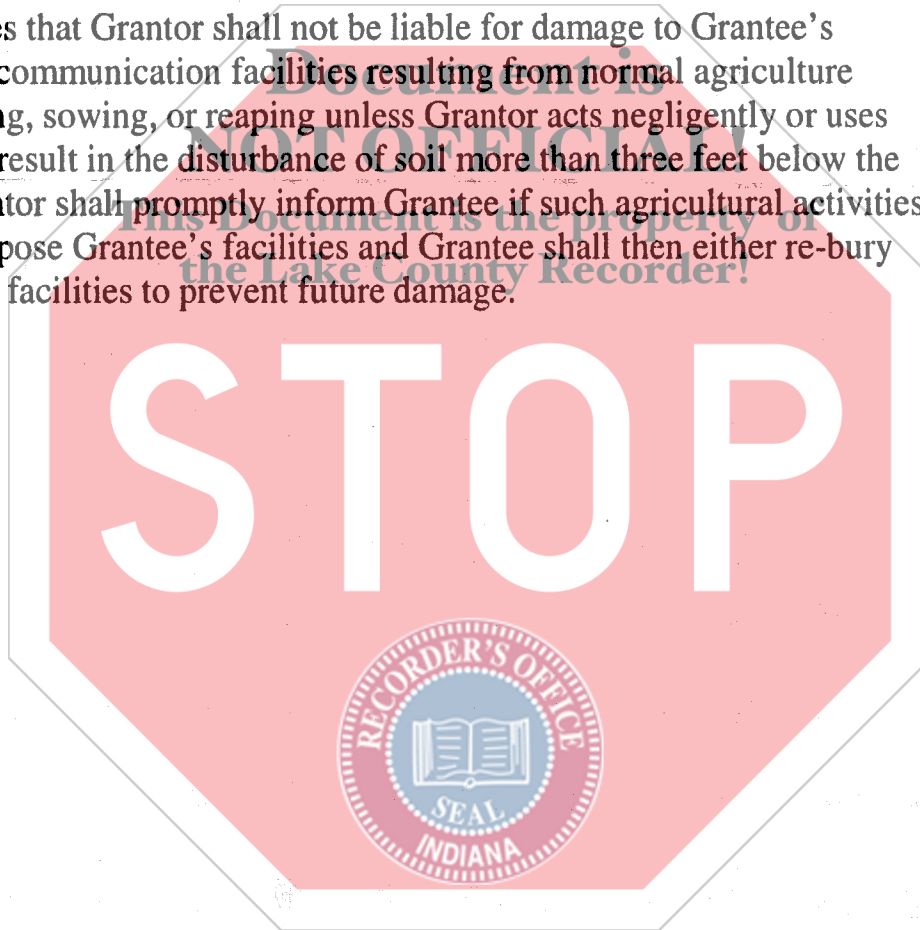
The North Half of the Northeast Quarter of the Southwest Quarter of Section 30, Township 34 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana.



## EXHIBIT B

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.

Grantee agrees that Grantor shall not be liable for damage to Grantee's underground communication 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.



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

~~HARVEY R. SMITH~~ Joyce U. Smith 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

Gregory Gene Barbry  
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 13<sup>th</sup> day of December, 1999, personally appeared before me  
Day Month Year

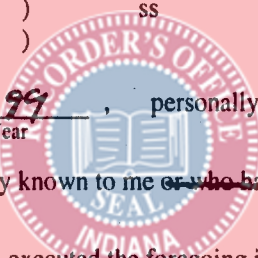
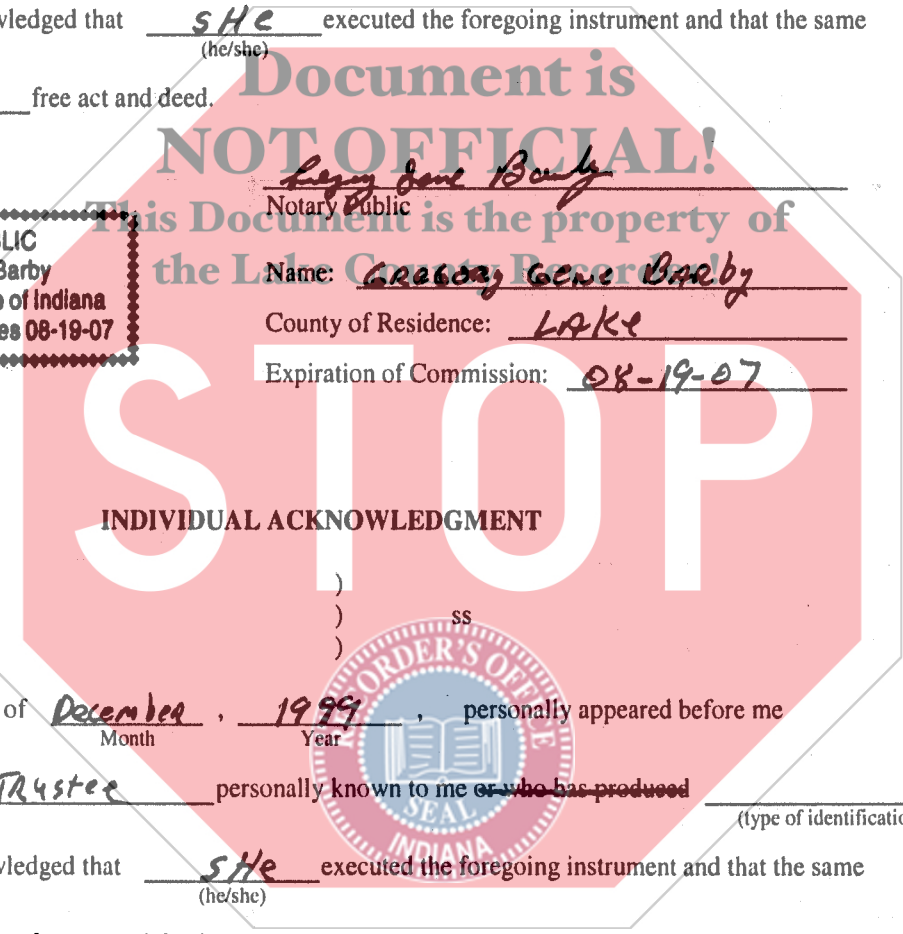
Joyce U. Smith Trustee personally known to me ~~or who has produced~~ \_\_\_\_\_  
(name of person acknowledging) (type of identification)

~~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

Gregory Gene Barbry  
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/her)

Document is  
NOT OFFICIAL!!!  
*Michael Monschein*

This Document is the property of  
the Lake County Recorder!

Notary Public  
Name: \_\_\_\_\_ MICHAEL MONSCHEIN  
County of Residence \_\_\_\_\_ Res. of Marion Co.  
Expiration of Commission \_\_\_\_\_ Comm. Exp. 8-11-2007.



STOP



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

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