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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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2000 MAR 21 AM 10:31

MORRIS V. CARTER  
RECORDER

Tract No.: IN-LA-090

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

THIS SUPPLEMENTAL AGREEMENT, made this 3rd day of February, ~~1991~~ <sup>2,000</sup> between LAWRENCE MARTIN WHITE and VICTORIA MARGARET WHITE, 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 28th 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,

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 and More Dollars (\$ 10.00 ) ~~XXXXXX~~ 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

*Tom*

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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.

\*\*\*See attached EXHIBIT "B" made a part of this Supplemental R/W agreement.

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 \_\_\_\_\_

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\_\_\_\_\_, whose tenancy expires N/A.

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

WITNESS

*Norm J. Paganis*  
**Norm J. Paganis**

GRANTOR(S)  
*Laurence M. White*  
**Laurence Martin White**

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: 1097 Page: 564  
Document No.: \_\_\_\_\_  
This instrument was prepared by: Charles T. Plake, Esq.  
One Williams Center, Suite 4100, Tulsa, OK. 74172

Tract No.: IN-LA-090

**EXHIBIT "A"**

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



## EXHIBIT "B"

Attached hereto and made a part hereof that Supplemental Right of Way Agreement dated the 3RD day of FEBRUARY, 2,000, by and between Lawrence Martin White as Grantor(s) and Williams Communications, Inc., D/B/A/ VYVX, Inc. in the State of Indiana as Grantee.

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 cost and reasonable attorneys' fees, when due to negligence to Grantee, its employees or contractors.

All drainage tiles damaged by construction will be restored, 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 restoring drainage tiles damaged by construction to pre-construction conditions.

Before a fence is cut by Grantee, it will be properly supported on each side of the contemplated opening by suitable posts and braces.

Grantor will be notified prior to the construction of the fiber optic system on said property.

Grantee agrees to restore, as nearly as practicable, the surface and contours of the right of way on tillable lands to as good a condition and contour as existed immediately prior to construction operations.

Ingress and egress will be restricted to: 1) the right of way hereby granted, 2) the adjacent pipeline rights of way, 3) existing roads or trails during construction unless additional prior written permission is obtained from the Grantor.

Grantee agrees that Grantor shall not be liable for damages to Grantee's underground communications facilities resulting from the construction of cross over road(s) necessary for Grantor to access or develop Grantor's lands. Grantor shall notify Grantee prior to commencing construction of any such cross over road(s) so that Grantee may take adequate steps to protect its facilities.

Grantee holds harmless the Grantor from any environmental damage or incidents along and adjacent to the right of way granted for the communication system.

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

Signed for Identification, the day and year first above written.

GRANTOR(S)

*Lawrence Martin White*

Lawrence Martin White

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the Lake County Recorder!

**STOP**



INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA )  
 )  
COUNTY OF LAKE ) SS

On this 3rd day of February, 2000, personally appeared before me  
Day Month Year

LAWRENCE MARTIN WHITE personally known to me or who has produced S.S.  
(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)

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*Norman J. Panganis*  
Notary Public

Name: \_\_\_\_\_

County of Residence: \_\_\_\_\_

Expiration of Commission: \_\_\_\_\_



NORMAN J. PANGANIS  
Res. of Marlon Co.  
Comm. Exp. 11-8-2007

INDIVIDUAL ACKNOWLEDGMENT

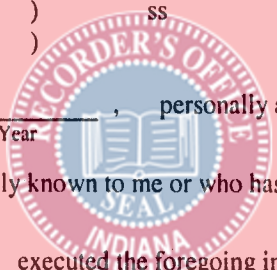
STATE OF INDIANA )  
 )  
COUNTY OF LAKE ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me  
Day Month Year

VICTORIA MARGARET WHITE personally known to me or who has produced \_\_\_\_\_  
(name of person acknowledging) (type of identification)

as identification who acknowledged that \_\_\_\_\_ executed the foregoing instrument and that the same  
(he/she)

is \_\_\_\_\_ free act and deed.  
(his/her)



Notary Public \_\_\_\_\_

Name: \_\_\_\_\_

County of Residence: \_\_\_\_\_

Expiration of Commission: \_\_\_\_\_

INDIVIDUAL ACKNOWLEDGMENT

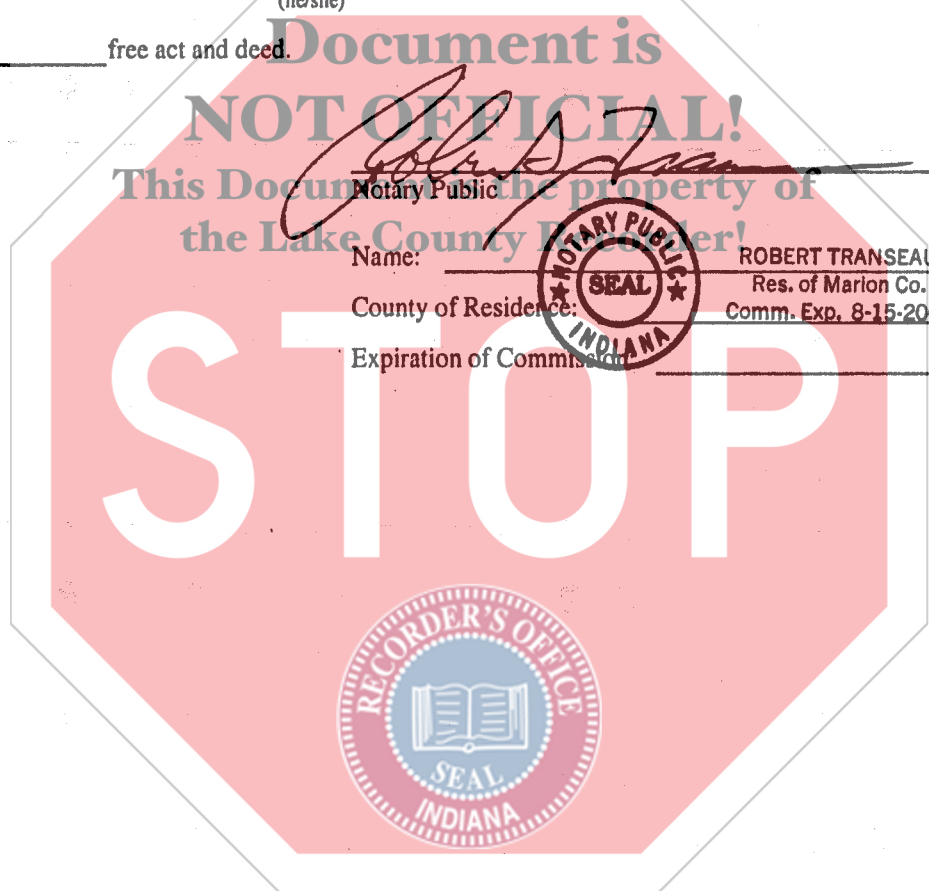
STATE OF INDIANA )  
 )  
 ) ss  
COUNTY OF Marion )

On this 22<sup>nd</sup> 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)



Name: ROBERT TRANSEAU  
County of Residence: Res. of Marion Co.  
Expiration of Commission: Comm. Exp. 8-15-2007

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

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