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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2000 019046

2000 MAR 21 AM 10:31

MORRIS W. CARTER  
RECORDER

Tract No.: IN-LA-099

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

THIS SUPPLEMENTAL AGREEMENT, made this 13th day of November, 1999, between FREDERICK R. BREY and CAROL ANN BREY, 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 16th day of August, 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 Fifty/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.

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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)

X Frederick R. Brey  
FREDERICK R. BREY

X Carol Ann Brey  
CAROL ANN BREY

Dwayne A. Moseley  
RECORDED'S OFFICE  
SEALED  
INDIANA

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.: 177316

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

One Williams Center, Suite 4100, Tulsa, OK 74172

EXHIBIT "A"

The South 60 acres of the East Half of the Southeast Quarter EXCEPT that part thereof described as: Commencing at the Southeast corner of said East Half of the Southeast Quarter and running thence West along the South line thereof 834.83 feet; thence North 1460.97 feet to a point 834.84 feet West of the East line of said East Half of the Southeast Quarter; thence West to the West line of said East Half of the Southeast Quarter; thence North to the North line of the South 60 acres of said East Half of the southeast Quarter; thence East along said North line to the East line of said Southeast Quarter; thence South along said East line to the point of beginning, all in Section 24, Township 34 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana.

ALSO EXCEPT: Part of the East Half of the Southeast Quarter of Section 24, Township 34 North, Range 9 West of the Second Principal Meridian, situate in Lake County, State of Indiana, and being more particularly described as follows: Beginning at the Southwest corner of the East Half of the Southeast Quarter of said Section 24; thence North 0 degrees 17 minutes East along the West line of the East Half of the Southeast Quarter of said Section 24 a distance of 1460.97 feet to the Southwest corner of the North 529.17 feet of the South 60 acres of the East Half of the Southeast Quarter of said Section 24, thence South 89 degrees 09 minutes 25 seconds East along the South line of the North 529.17 feet of the South 60 acres of the East Half of the Southeast Quarter of said Section 24 a distance of 158.36 feet to a point; thence South 0 degrees 24 minutes 26 seconds West a distance of 1460.93 feet to a point on the South line of the East Half of the Southeast Quarter of said Section 24; thence North 89 degrees 09 minutes 25 seconds West along the South line of the East Half of the Southeast Quarter of said Section 24 a distance of 155.22 feet to the point of beginning of this description.



INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA )  
 )  
COUNTY OF LAKE ) ss

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

FREDERICK R. BREY personally known to me or who has produced Drivers License  
(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 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

INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA )  
 )  
COUNTY OF LAKE ) ss

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

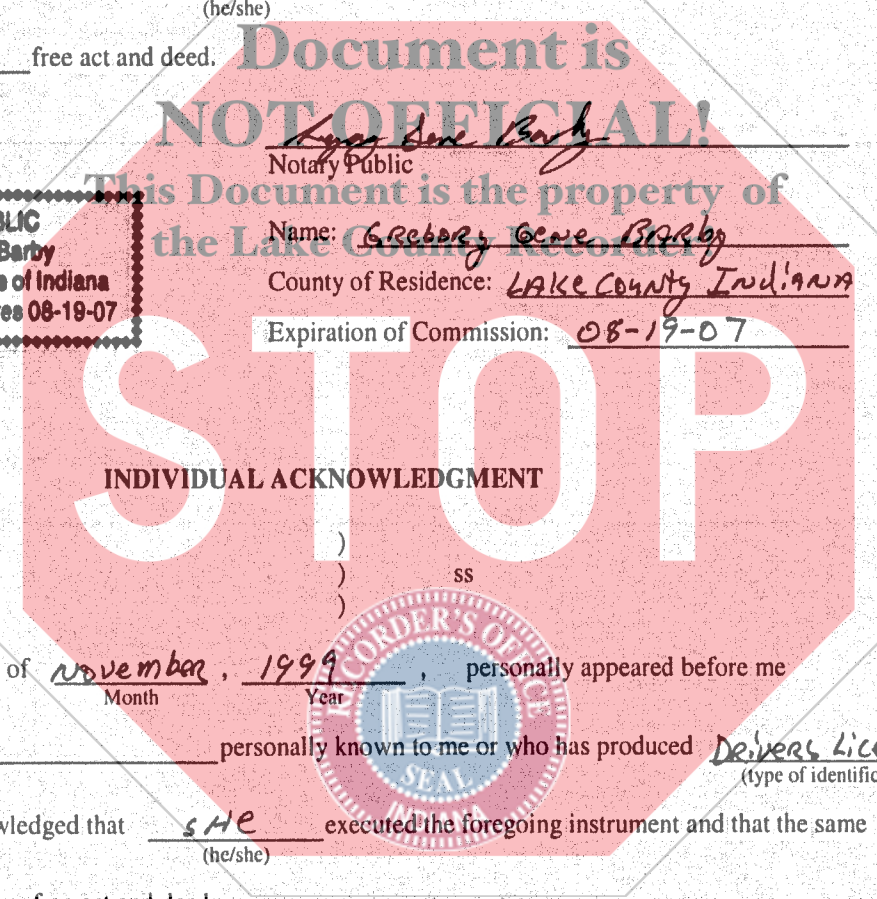
CAROL ANN BREY personally known to me or who has produced Drivers License  
(name of person acknowledging) (type of identification)

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 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



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This Document is the property of the Lake County Recorder

INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA )  
 )  
COUNTY OF Marion ) ss

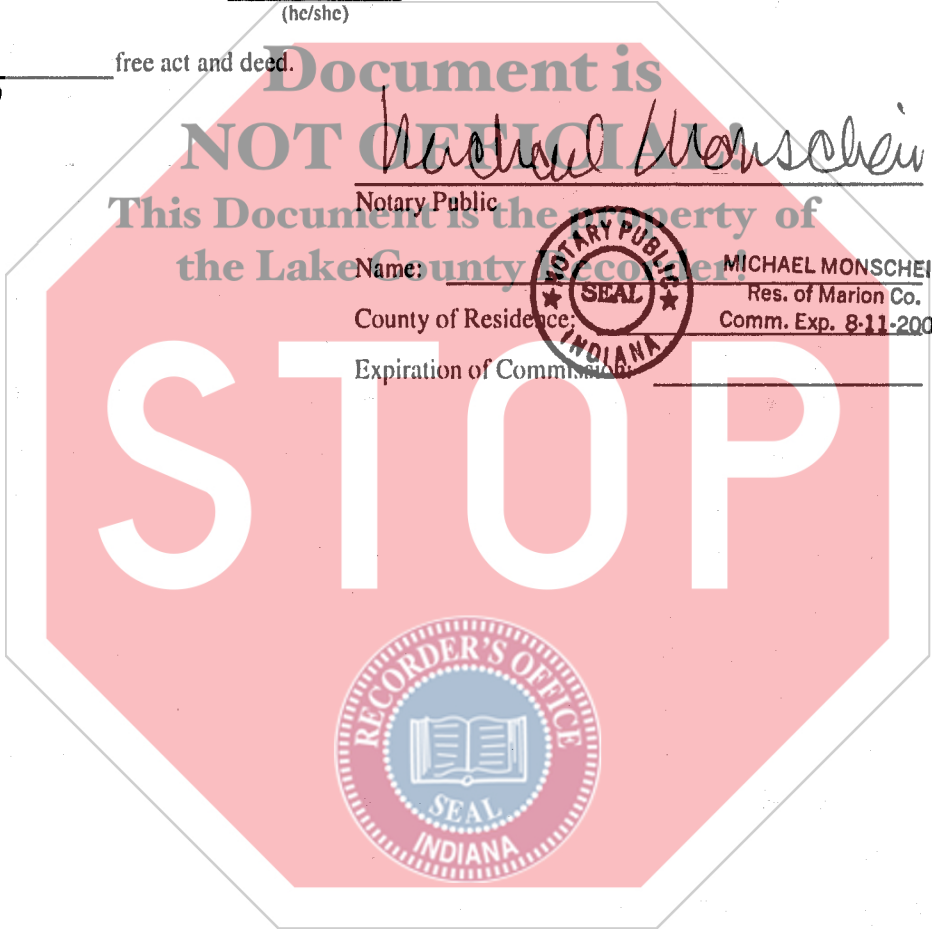
On this 11th day of Feb., 2000, personally appeared before me  
Day Month Year

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  
Notary Public  
Name: MICHAEL MONSCHIEIN  
County of Residence: Res. of Marion Co.  
Expiration of Commission: 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