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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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MORRIS W. CARTER  
RECORDER

Tract No.: IN-LA-110

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

THIS SUPPLEMENTAL AGREEMENT, made this 11<sup>th</sup> day of January, 2000, between Paul E. Goodale and Carol Goodale, 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 3<sup>rd</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"; SEE ALSO EXHIBIT "B" AND EXHIBIT "C" ATTACHED HERETO AND MADE A PART THEREOF; 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 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**

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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 N/A, whose tenancy expires N/A.

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

WITNESS

Dan Clark

GRANTOR(S)

P.E. Goodale  
a.k.a. P.E. Goodale

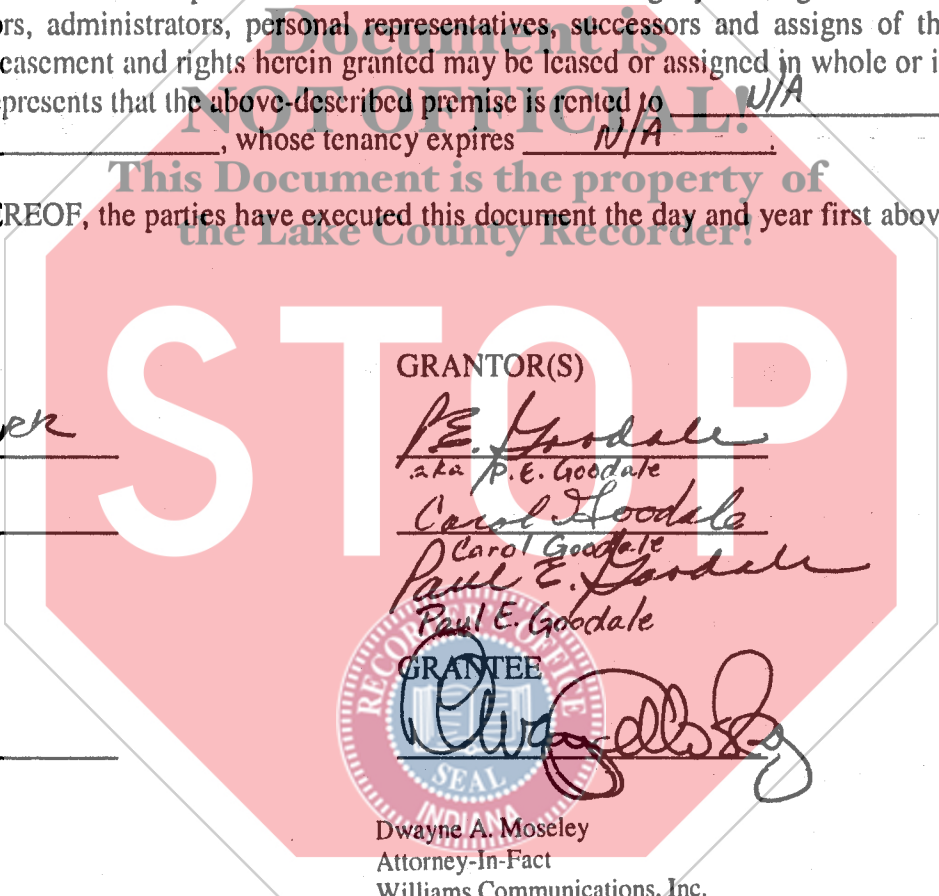
Carol Goodale  
Carol Goodale

Paul E. Goodale  
Paul E. Goodale

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.: 425398

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

One Williams Center, Suite 4100, Tulsa, OK 74172

Tract No.: IN-LA-110

**EXHIBIT "A"**

**Lots 1 and 2, Pon and Co's Oak Hills, as shown in Plat Book 25, Page 11, Lake County, Indiana.**



EXHIBIT "B"

The conduit and fiber optic cable(s) shall be located parallel to, and 20 feet southwest, of "Amoco's" existing pipeline. The permanent easement shall be 10 feet in width, extending 5 feet on either side of the conduit and fiber optic cable(s). The temporary workspace shall be an additional 10 feet located parallel to, and located on either side, of the 10' permanent easement. All of the above will be located within the existing Amoco easement.

*Don Clark*

*Paul E. Goodale*

*Carol Hoodale*

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the Lake County Recorder!**



RANDALL J. HOLLOWAY  
Res. of Marion Co.  
Comm. Exp. 11-8-2007.

*Randall Holloway*



EXHIBIT "C"

1. If at any time during the construction of this underground communications system by Williams Communications, Inc., a Delaware Corporation with its principle place of business in Tulsa, Oklahoma, does construct or operate this underground communications system on any land owned by Grantor (whether one or more) other than stipulated in the Easement Contract dated the 3<sup>rd</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.") or the Supplemental Pipeline Right-of-Way Agreement (Tract No. IN-LA-110) to Williams Communications, Inc., the Grantor shall be given valuable consideration for said trespass.
2. Williams communications, Inc. agrees that it will restore the Williams Right-of-Way and such Temporary Work Space parallel to and adjacent to the existing permanent easement to its original condition of any activities disturbing the Williams Right-of-Way or Temporary Work Space parallel to and adjacent to the Williams Right-of-Way within a period of 30 days thereafter.
3. No construction people or surveying people shall commence any activity until the land owner (Grantor) has been contacted and activity agreed upon.

*Don Clark*

*Paul E. Goodale*

*Carol Goodale*



RANDALL J. HOLLOWAY  
Res. of Marlon Co.  
Comm. Exp. 11-8-2007.

*Randall J. Holloway*

INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA )  
 )  
 ) ss  
COUNTY OF LAKE )

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

Paul E. Goodale personally known to me or who has produced Indiana DL  
(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/hers)



RANDALL J. HOLLOWAY  
Res. of Marion Co.  
Comm. Exp. 11-8-2007

Randall J. Holloway  
Notary Public

Name: Randall J. Holloway

County of Residence: MARION

Expiration of Commission: 11-8-2007

INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA )  
 )  
 ) ss  
COUNTY OF LAKE )

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

Carol Goodale personally known to me or who has produced Indiana DL  
(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/hers)



RANDALL J. HOLLOWAY  
Res. of Marion Co.  
Comm. Exp. 11-8-2007

Randall J. Holloway  
Notary Public

Name: Randall J. Holloway

County of Residence: MARION

Expiration of Commission: 11-8-2007

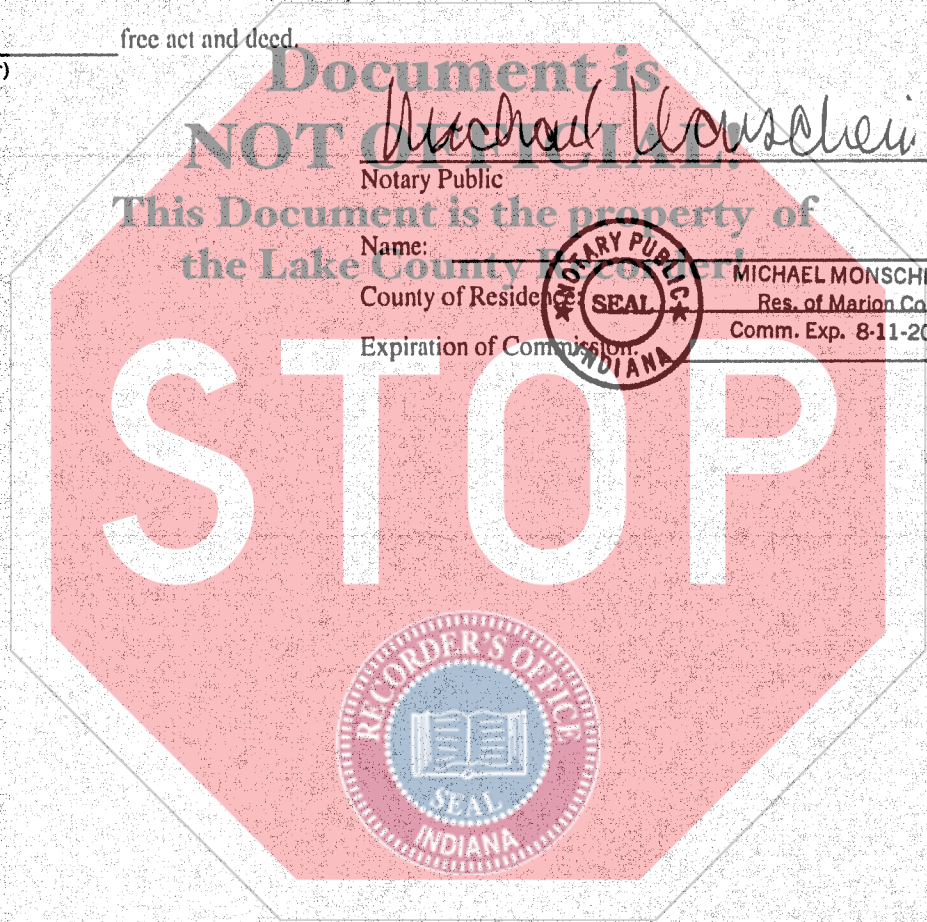
INDIVIDUAL ACKNOWLEDGMENT

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)



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

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