

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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2000 MAR 21 AM 10:32

MORRIS W. CARTER
RECORDER

Tract No.: IN-LA-112

SUPPLEMENTAL PIPELINE RIGHT-OF-WAY AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, made this 30th day of December, 1999, between Mickey E. Pendley and Bertha E. Pendley, 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 7th day of March, 1971, 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) ~~per cent~~ 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 N/A, whose tenancy expires _____.

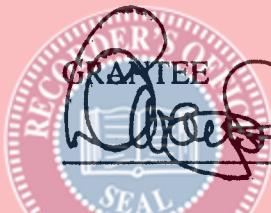
IN WITNESS WHEREOF, the parties have executed this document the day and year first above written.

WITNESS

Dou Clark

GRANTOR(S)

Mickey E. Pendley
Mickey E. Pendley
Bertha E. Pendley
Bertha E. Pendley



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: 1361 Page: 184

Document No.:

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

One Williams Center, Suite 4100, Tulsa, OK 74172

EXHIBIT A

The West 323.40 feet of the West 730 feet, except the North 255.40 feet of the Southwest Quarter of the Southwest Quarter of Section 12, Township 34 North, Range 9 West of the 2nd P. M., Lake County, Indiana.



EXHIBIT B

This instrument for a 10' wide permanent easement to be located west of the existing pipeline within the existing limits of the Amoco easement.

If any damage is incurred during construction on land parallel or adjacent to the existing permanent easement, Williams Communications, will repair or replace in kind with approval of Mickey E. Pendley or Bertha E. Pendley.



INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA)
)
COUNTY OF LAKE) SS

On this 30th day of December, 1999, personally appeared before me
Day Month Year

Mickey E. Pendley personally known to me or who has produced D. L.
(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!

This Document is the property of the Lake County Recorder!



EDWIN PETERSON
Res. of Marion County
Comm. Exp. 9-12-07

Notary Public

Name: Edwin PETERSON

County of Residence: MARION

Expiration of Commission: 9/12/07

INDIVIDUAL ACKNOWLEDGMENT

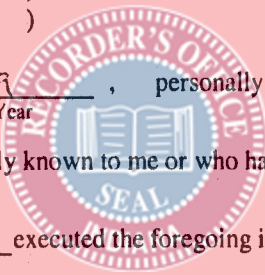
STATE OF INDIANA)
)
COUNTY OF LAKE) SS

On this 30th day of December, 1999, personally appeared before me
Day Month Year

Bertha E. Pendley personally known to me or who has produced D. L.
(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)



Edwin Peterson
Notary Public

Name: Edwin PETERSON

County of Residence: MARION

Expiration of Commission: 9/12/07



EDWIN PETERSON
Res. of Marion County
Comm. Exp. 9-12-07

INDIVIDUAL ACKNOWLEDGMENT

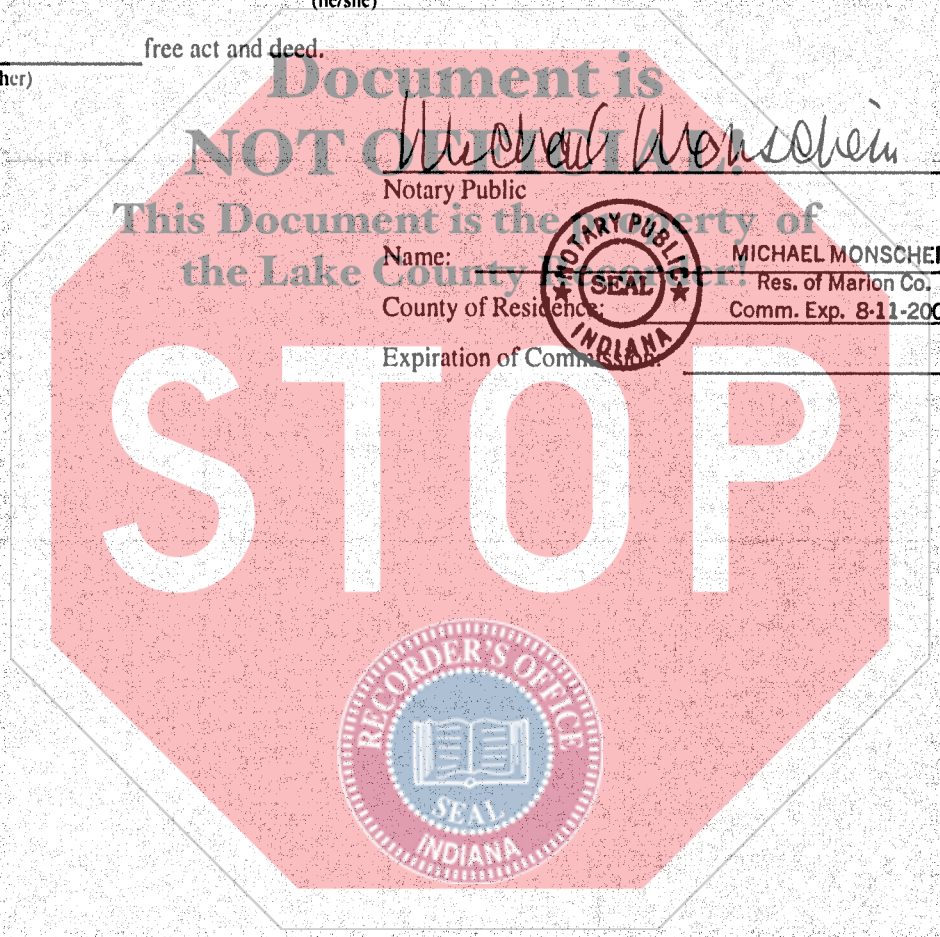
STATE OF INDIANA)
)
COUNTY OF Marion) SS

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)



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

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